Cash App

Cash App Terms of Service

Effective: February 7, 2024

Last Updated: February 7, 2024

NOTE: This update contains updates to the arbitration agreement in Section XIII.19 below.

Please click **here** to see prior updates to the Terms of Service.

We've included annotations in the gray boxes below to emphasize certain portions of our notice and help guide you as you read them. Annotations aren't part of the terms and have no legal effect, but they should help you follow the text.

This page explains our terms for Cash App. By using the service, you agree to these terms. If you use the service on behalf of your company, your company agrees to them too.

These Cash App Terms of Service (the "Cash App Terms") are a legal agreement between you, as a current or prospective user of the Services, and Block, Inc., formerly known as "Square, Inc." (hereafter, "the Company," "we," "our" or us"), and governs your use of Cash App, a financial platform, which includes mobile applications, websites, software, cloud-based solutions,

and other products and services (the “Service”), offered by the Company. If you are using the Service on behalf of a business or entity, you acknowledge and agree that you have authority to bind such business or entity and that such business or entity accepts these terms. By using the Service you agree to be bound by these Cash App Terms and any policies referenced within (“Policies”), including our **Privacy Notice** (see Section V.5) and **Cash App Acceptable Use Policy** (see Section XIII.4).

Please note that you should review all Cash App Terms carefully, including those provisions which limit our liability (see Section XI.16) and those regarding individual arbitration for potential legal disputes (see Sections XI.18 and XI.19).

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I. Stored Balance Disclosures

List of All Fees for Cash App Stored Balance

All Fees	Amount
Get Started	
Account setup	**$0**
Monthly Usage	
Monthly fee	**$0**
Add Money	
Direct Deposit	**$0**
Receive money	**$0**
Add Cash - External Account	**$0**
Paper Money Deposit Fee applies to paper money deposits at participating	**$1**

All Fees	Amount
retailers. Check your app for a list of retailers in your area.	
Receiving a merchant refund	**$0**
Spend Money	
Sending money using your cash balance or debit card	**$0**
Get Cash	
Cash Out (standard) No fee to transfer money from your Cash App account to a linked account with the standard option. The money is typically available in 1-3 business days.	**$0**
Instant Deposit Fee for expedited transfer from your Cash App account to a linked account. Funds are typically available within minutes. The applicable fee amount is disclosed at the time of the transaction.	**0.5%-1.75% ($0.25 min)**

All Fees	Amount
ATM withdrawal - in-network Effective through January 8, 2023: Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM operator. If you receive $300 or more in direct deposits in any given month, we will reimburse all fees for three ATM withdrawals (up to $7 in fees per withdrawal) for the following 31 days. Any additional withdrawals in the 31 day period will be $2.50. Effective January 9, 2023: Our ATM withdrawal fee is $2.50. If you receive $300 or more in paycheck direct deposits each month, we will waive our withdrawal fee for the following 31 days.	**$2.50**
ATM withdrawal - out-of-network Effective through January 8, 2023: Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM	**$2.50**

All Fees	Amount
operator. If you receive $300 or more in direct deposits in any given month, we will reimburse all fees for three ATM withdrawals (up to $7 in fees per withdrawal) for the following 31 days. Any additional withdrawals in the 31 day period will be $2.50. Effective January 9, 2023: Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM operator. If you receive $300 or more in direct deposits in any given month, we will fully reimburse fees for one ATM withdrawal for the following 31 days. Any additional withdrawals during the same 31 day period will be $2.50, plus any operator fees.	
Information	
Customer service (in-app)	**$0**
Customer service (email)	****$0****
Customer service (phone)	**$0**
ATM Balance Inquiry	**N/A**

All Fees	Amount
Other	
Inactivity	**$0**
Send from credit card	**3%**

No overdraft/credit feature.

Stored balances of Cash App Card customers are eligible for FDIC insurance through our partner bank Wells Fargo Bank, N.A., Member FDIC. These funds are insured up to $250,000 by the FDIC if Wells Fargo Bank, our partner bank that holds your funds fails and specific deposit insurance requirements are met. If you do not have a Cash App Card and you do not sponsor a Sponsored Account, your stored balance is not protected by FDIC deposit insurance at this time.

Contact Cash App at 1-800-969-1940, by mail at Cash App, 1955 Broadway, Suite 600, Oakland, CA 94612, or at cash.app/help

For general information about prepaid accounts, visit **cfpb.gov/prepaid**

If you have a complaint about a prepaid account, call the consumer financial protection bureau at 1-855-411-2372 or cfpb.gov/complaint

Details About Your Cash App Stored Balance

Monthly Fee	**$0**
Per Purchase Fee	**$0**
ATM Withdrawal	**$2.50***
Paper Money Deposit	**$1**
ATM Balance Inquiries	**N/A**
Customer Service	**$0**
Inactivity	**$0**

We charge two other types of fees.

Send from Credit Card: **3%**
Instant Deposit: **0.5%-1.75% ($0.25 min)**

***This fee can be lower depending on how and where your card is used.**

No overdraft/credit feature.

Stored balances of Cash App Card customers are eligible for FDIC insurance through our partner bank Wells Fargo Bank, N.A., Member FDIC. If you do not have a Cash App Card and you do not sponsor a Sponsored Account, your stored balance is not eligible for FDIC deposit insurance at this time.

For general information about prepaid accounts, visit https://cfpb.gov/prepaid

Find details and conditions for all fees and services at **https://cash.app/legal/us/en-us/tos**

II. Revisions, Disclosures and Notices

We can make updates to the Terms at any time, and we'll notify you of these updates as appropriate. By continuing to use our services after these updates, you agree to the revised terms.

You also agree to receive notices from us electronically.

We may amend these Cash App Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website, or by communicating it to you through the Services (each a "Revised Version"). Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. Any Dispute (as defined in Section XI.18) that arose before the changes will be governed by the Cash App Terms in place when the Dispute arose.

You agree to **Cash's E-Sign Consent**. We may provide disclosures and notices required by law and other information about your Account (defined below) to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your Account. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time pushed or emailed to you. If you wish to withdraw your consent to receiving electronic communications, contact

Cash App Support. If we are not able to support your request, you may need to terminate your Account.

III. Cash App Account

1. Eligibility and Account Registration

Using Cash App requires that you open an account. You need to be a U.S. resident and at least 18 years old. If you want to use your account balance to send money to another Cash App customer or use certain Cash App products or services, then you'll need to give us some more information about you that we will use to verify your identity.

This is also the part where you tell us you own the email or phone number you registered with and that the personal information you provide to us is correct. You agree to cooperate with us so that we can verify your identity. We might use third parties to help us do so.

You must be a resident of the United States, at least 18 years and the age of majority in your State of residence, and you must register for an account (your "Account") to use the Service. Certain features of the Service may only be available for use in the United States. Some features, such as the ability to send money to another Cash App customer with the balance in your Account, may be available only if you provide us with certain information about you and we are able to verify your identity. We verify your identity on our own behalf and to facilitate certain of our partners, including our banking partners, in meeting their own obligations.

A. Registering, Opening, Using, Upgrading, or Switching an Account

To register, open, use, upgrade, or switch an Account, the Company may require that you submit certain information about yourself and your business to the Company, including but not limited to your legal name, email address, text-enabled mobile phone number, street address, zip code, date of birth, social security number, a government issued form of identification, legal business name, business address, taxpayer identification number, and any information you subsequently add or update ("Account Information"). You represent and warrant that all Account Information you provide the Company to register, open, use, upgrade, or switch an Account, including but not limited to a Cash for Business Account is true and accurate, and you agree to keep all Account Information current. All Account Information is subject to the **Cash App Copyright and Trademark Policy**.

B. Restricted Accounts

When you first open your Account, it will be a "Restricted Account." With a Restricted Account, you may link an external, U.S.-issued bank account (an "Eligible Bank Account" as defined below) to make a payment to another Cash App customer (including payments made to a Cash for Business Account, defined below), and you may transfer funds from your Cash App Balance (defined below) to your Eligible Bank Account, but you will not be able to make a payment to another Cash App customer (including a Cash for Business Account) using your Cash App Balance or use certain Services. If you have a Restricted Account and you attempt to make a payment to another Cash App

customer from your Cash App Balance or use certain Services, then you will be given the option of upgrading your Account to an “Unrestricted Account.” To upgrade your Account, you will need to provide us with certain personal information so that we can verify your identity.

C. Validating and Authenticating Your Identity You hereby authorize the Company, directly or through the Company's use of third parties, to make any inquiries we consider necessary to validate your identity or authenticate your identity and Account Information and, for Cash for Business Accounts, the identity of the business or legal entity. This may include asking you for further information or documentation about your Account usage or identity, requiring you to take steps to confirm ownership of your email address, mobile phone number or financial instruments, or verifying your information against third party databases or through other sources. When we initially verify your identity, your Account will convert from a Restricted Account to an Unrestricted Account.

In connection with your use of the Service, you may not refuse to (a) cooperate in an investigation concerning activity that potentially violates the law or the Terms, (b) provide confirmation of your identity, or (c) provide confirmation of any information you provide us. If you decline to provide us with the information that we request or if we cannot verify your identity to our satisfaction (in our sole judgment and discretion) for any reason, then your Account will remain a Restricted Account and you will not be able to use your Cash App Balance to make payments to other Cash App customers or use certain Services. In addition, we reserve the right to change the account type or suspend or terminate the

Account or access to certain Services of anyone who provides inaccurate, untrue, or incomplete information.

The first time you access your Account using a new device we may require you to authenticate your Account with additional information. If your Account cannot be verified you may be required to set up a new Account.

2. Sponsored Accounts

a. You may authorize Accounts for up to four (4) people who are 13 years of age or older (each, a "Sponsored Person" and each such Account, a "Sponsored Account"). Any minor Sponsored Person who uses a Sponsored Account must do so only with the consent of their parent or legal guardian, who must themselves be of majority age. For the purposes of the Cash App Terms, any reference to your "Account" includes any associated Sponsored Accounts. You acknowledge that the Cash App Terms and Privacy Notice will apply to you with respect to each Sponsored Account and to each Sponsored Person, and you hereby expressly accept these Cash App Terms and Privacy Notice on behalf of each Sponsored Person and Sponsored Account. You further agree to and accept full responsibility and liability for any Sponsored Person's use of a Sponsored Account, including but not limited to (a) any transactions made by the Sponsored Account; (b) any transaction made by others if an Sponsored Person allows them to use such Sponsored Account; (c) fees and charges resulting from any transaction made by a Sponsored Person or others if a Sponsored Person allows them to use such Sponsored Account, including but not limited to your Account Information; and (d) any other financial charges and legal liability that a Sponsored Person may

incur in connection with their use of a Sponsored Account. You further acknowledge that you are the sole owner of the Sponsored Account and the Sponsored Person is the sole owner of any funds held in the Cash App Balance and/or the Savings Balance (defined in the **Cash App Savings Terms of Service**) of the Sponsored Account. For avoidance of doubt, at all times, the Sponsored Person has the sole right to access, use, and withdraw any funds held in the Sponsored Account, subject to any feature access requirements described in Section III.2.b (Feature Access) below. You allow us to discuss the Sponsored Account with a Sponsored Person. By authorizing a Sponsored Account, you represent that you have permission to allow us to use and share information about the Sponsored Person as described in the Privacy Notice and as allowed by applicable law. This includes information we may get from you, any Sponsored Person, and information about their transactions and use of a Sponsored Account.

You may withdraw your authorization at any time by contacting Cash App Support through the app or by calling 1-800-969-1940. If your Account is suspended or terminated, your authorization for any Sponsored Accounts will be automatically withdrawn. If your authorization for any Sponsored Account is withdrawn for any reason, the Sponsored Person may request a new sponsor for the Sponsored Account subject to the requirements in the Cash App Terms and Privacy Notice. Until a new sponsor is appointed to the Sponsored Account, access to any features for the Sponsored Account may be limited, except to the extent the Sponsored Person seeks to Cash Out to an Eligible Bank Account. Without limiting any other provision of these Cash App Terms, we may terminate your Account if any

Sponsored Person associated with you violates these Cash App Terms.

If the Sponsored Account is terminated, suspended or closed for any reason, we may take the steps outlined in Sections XIII.8 (Termination of Account), XIII.9 (Effect of Termination), XIII.10 (Services Upon Closure of Account).

b. Feature Access. Sponsored Accounts will have access to certain Cash App features, such as Peer-to-Peer Transactions and the Cash App Card. Sponsored Accounts may not have access to all Cash App features, or access to such features may be limited. To access certain Cash App features, you and the Sponsored Person may be required to accept additional terms, provide further information to Cash App, open additional accounts with Cash App or its partners, or transfer ownership of any funds or other assets held in the Sponsored Account.

When you authorize a Sponsored Account, you also authorize that Sponsored Person to “Add Cash” to the Sponsored Account as outlined in Section VI.2 (Funding Your Cash App Balance.) To the extent an “Add Cash” method is offered through a third party, you agree to and accept full responsibility for any Sponsored Person’s use of such service for the Sponsored Account.

c. Limits for Sponsored Persons. We reserve the right to impose transaction limits and to restrict spending from Sponsored Accounts at specific merchants or industries at our sole discretion.

d. Account Graduation. You agree that any Sponsored Person who is of majority age may initiate a request to become the sole owner of the Sponsored Account by

providing the information described in Section III.1.C above (Validating and Authenticating Your Identity). Once we verify their identity, a previously Sponsored Person will become the sole owner of the Sponsored Account, including the sole owner of any funds or other assets held in the Sponsored Account, and any associated Cash App Card.

e. Allowances. You may set up recurring P2P payments to your Sponsored Account(s) on a weekly, bi-weekly, or monthly basis. These payments will count towards your and the Sponsored Account's transaction limits.

3. $Cashtags

You may choose a unique username for Cash App, which will be your "$Cashtag." If you choose a $Cashtag that is confusing or deceptive, we may change it.

You may select a unique alpha-numeric name to identify yourself on the Service (a "$Cashtag"). You may not select a $Cashtag that we believe, in our sole discretion, misleads or deceives others regarding your business or personal identity or that creates an undue risk of chargebacks or mistaken payments. We reserve the right, in our sole discretion and without any liability to you, to require that you change your $Cashtag or Account Information, and to deactivate your account or reclaim or make unavailable your $Cashtag.

4. Cash App Fees

The fees for using Cash App are found in the "Stored Balance Disclosures" Section of these Cash App Terms. We reserve the right to charge for, or change the fees associated with, the use of Cash App at any time subject to reasonable notice and these Cash App Terms. A fee may be imposed by the Company or an ATM operator for use of the Cash App Card (defined below) at an ATM, including for a balance inquiry, and by any network used to complete the ATM transaction, as described in your Cash App Card Terms (defined below).

5. FDIC Pass-Through Insurance

The Federal Deposit Insurance Corporation (FDIC) insures eligible deposits (up to $250,000) in the event the bank holding the funds fails. If you have been issued a Cash App Card as described in Section VIII of this agreement, your Cash App Balance and your Savings Balance are covered by FDIC insurance on a pass-through basis through our partner bank Wells Fargo Bank, N.A., Member FDIC (“pass-through insurance”). Additionally, if you sponsor one or more Sponsored Account(s), your and the Sponsored Account’s Cash App Balances and Savings Balances are covered by FDIC pass-through insurance, regardless of whether you or the Sponsored Account has been issued a Cash App Card. If you have multiple accounts, and/or multiple Sponsored Accounts, they are included under the same insurance coverage.

If you have not been issued a Cash App Card and you do not sponsor a Sponsored Account, your Cash App Balance and your Savings Balance are not eligible for FDIC pass-through insurance. Bitcoin and Investing

holdings are not covered by FDIC pass-through insurance.

6. Gift Cards

Cash App may permit you to send a “Gift Card” for a designated merchant to a Recipient. To receive a Gift Card, the Recipient must have a Cash App Account.

To accept the Gift Card for use with the designated merchant, the Recipient must have a Cash App Card. Gift Cards are not redeemable for cash value, except that Recipients with a Cash App Card may redeem the cash value of the Gift Card to their Cash App Balance once the Gift Card value falls below $10. A Gift Card can only be used with a Cash App Card purchase at the designated merchant.

If the Recipient does not have a Cash App Card, they may elect to add the cash value of the Gift Card to their Cash App Balance, or they may request a Cash App Card as described in Section VIII.1 (Issuance of the Cash App Card) below and then accept the Gift Card. If the Recipient does not accept the Gift Card within 30 days of receipt, the cash value of the Gift Card will be added to their Cash App Balance.

Cash App does not guarantee the availability of Gift Cards for any merchant. There are no fees to send or accept a Gift Card, and once a Recipient accepts a Gift Card, it does not expire. The minimum send amount is $1, and the maximum send amount is $2,000 per sender, per day. If a Recipient accepts multiple Gift Cards for the same merchant, they will be combined into a single balance for use with that merchant.

IV. Communications and Devices

1. Text Messages and Other Communications

Here's where we describe your consent to receive texts from us and your representations regarding texts we send to others relating to your payments. You also consent to us sending messages to your email. You can opt out of communications in ways that are specific to that communication method, such as by unsubscribing from emails, or replying to text messages with 'STOP'.

By providing us with a mobile number, either when you sign up for an Account or update the contact information associated with your Account, you consent to receiving text (SMS) messages and push notifications from us. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

If you provide us with the mobile number of any other person or entity when initiating or requesting a payment through the Service, you represent and warrant to us that the person or entity has consented to receive text messages from us related to that payment. Standard

text messaging rates may apply based on your plan with your mobile carrier.

You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that you would not like to receive future promotional calls. You may opt-out of text messages from the Company by replying STOP or by changing your notification preferences in the app. You acknowledge that opting out of receiving communications may impact your use of the Services.

2. Compatible Mobile Devices and Third Party Carriers

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as "jail broken."

V. Data and Service Usage and Ownership

1. Your Content

You retain all rights to your content when you upload it into our services, but you do give us broad rights to use, modify, display your content in our services. You can see specifics

on the rights you grant us below.

Also, anything you provide us or make available to the public through our services must not contain anything that we think is objectionable (e.g., illegal, obscene, hateful or harmful to you, our customers or us). We can remove any content at any time.

The Services may include functionality for uploading or providing suggestions, recommendations, feedback, stories, photos, documents, logos, products, loyalty programs, promotions, advertisements and other materials or information ("Content").

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Services. You retain all rights in your Content, subject to the rights you granted to us in these Cash App Terms. You may modify or remove your Content via your Account or by terminating your Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

Except where prohibited by law, you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b)

encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with the Company's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose the Company, its affiliates or its customers to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. The Company may also monitor such Content to detect and prevent fraudulent activity or violations of the Cash App Terms. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

2. Security

We take security incredibly seriously, but can't guarantee that bad actors will not gain access to your personal information. You need to do your part by keeping your passwords safe, being smart about who has access to your account and which of your devices can access our services, and letting us know if you think an unauthorized person is using your account.

If there is ever a dispute about who owns your account, we are the decider.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are solely responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices, computers, or through remote access. You will immediately notify us of any unauthorized use of your password or Account or any other breach of security. Notwithstanding Sections XI.18 and XI.19, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any Account subject to dispute) will be final and binding on all parties.

3. Your License

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Services, as authorized in these Cash App Terms. We may make updates to the Services available to you, which you must accept to continue using the Services. This means you must ensure that you are using the most

recent version of Cash App, which may require you to download and install updates manually. Any such updates may be subject to additional terms made known to you at that time.

4. Ownership

While we're happy to let you use our services, you don't have any ownership rights in them. We can act on any ideas you share with us about how we can improve our products and services free of charge.

We reserve all rights not expressly granted to you in these Cash App Terms. The Services are protected by copyright, trademark, patent, and other laws of the United States and other countries. We own all rights, title, interest in and to the Services and all copies of the Services. These Cash App Terms do not grant you any rights to our trademarks or service marks.

For the purposes of these Cash App Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit feedback, comments, or ideas about the Services ("Ideas"). Submitting Ideas is entirely voluntary,

and we will be free to use such Ideas as we see fit and without any obligation to you.

5. Sharing of Your Information

We will share Account Information and transaction information, including your name, the amount, and a description, with the other party to your transaction and in accordance with our **Privacy Notice**.

6. Copyright and Trademark Infringement

We respect the intellectual property rights of others and ask you to do the same. We have adopted a **Copyright and Trademark Policy** regarding any third-party claims that your material infringes the rights of others. We respond to all valid notices of such infringement, and our policy is to suspend or terminate the accounts of repeat infringers.

VI. Cash App Balance

1. General

You may store funds in your Cash App, these make up your balance. You may add funds to your balance from your linked bank account or debit card. When you do, you are authorizing us to debit those sources. If we incur costs because you have insufficient funds in your account, you will cover those costs.

a. **Functionality.** Your balance consists of the funds you have in your Account that are available for new transactions and are not subject to pending transactions (your "Cash App Balance"). You are solely responsible for all funds necessary to complete any payments initiated through the Service. You agree to reimburse the Company for any fees, costs, or expenses it incurs as a result of insufficient or unavailable funds in connection with any payment you initiate through the Service.

b. **Authorization.** Each time you instruct us through the Cash App to add funds from your linked Eligible Bank Account or Direct Deposit (defined below) or linked debit card to your Cash App Balance or make any other transfer, you authorize us to immediately debit the Eligible Bank Account or debit card linked to your account at the time of the transfer for the amount instructed, either in a single or recurring transaction, as applicable. You are also authorizing us to move funds to your applicable Eligible Bank Account or applicable debit card for instructions to add funds that are canceled or otherwise returned. You can cancel this authorization by unlinking your Eligible Bank Account or debit card from your Cash Account.

c. **Limitations.** The Company may impose limits on the amount you can keep in your Cash App Balance and reserves the right to change these limits at any time. Funds in your Cash App Balance might not be available to use for all types of transactions. If you have a Restricted Account, then you may not use your Cash App Balance to make payments to other Cash App customers (including Cash for Business Account) unless you first upgrade to an Unrestricted Account.

2. Funding Your Cash App Balance

There are several ways you can add funds to your Cash App Balance ("Add Cash"), which are described here.

Subject to the limitations described in Section VI.1(c), you can keep funds received from P2P Payments (defined below) made to you through the Cash App in your Cash App Balance.

Once you have an Unrestricted Account, we may offer you the ability to "Add Cash" to your Cash App Balance in other ways, including, but not limited to, the following:

a. **External Account.**

- **Eligible Bank Account.** You may use funds from your Eligible Bank Account to fund your Cash App Balance.
- **Debit Card.** You may link a debit card to fund your Cash App Balance. To do so, you must have a valid debit card issued by a U.S. bank or financial institution bearing the Visa Inc. ("Visa"), MasterCard International Inc. ("MasterCard"), or DFS Services, LLC ("Discover") logo. Any such debit card, collectively with your Cash App Balance (if you have an Unrestricted Account) and an Eligible Bank Account, is referred to herein as an "Eligible Transaction Account".

b. **Direct Deposit.** You may direct payments made to you from your employer or otherwise into your Cash App Balance using the bank routing and account numbers provided to you by our bank partner pursuant to the Cash App direct deposit program (the "Direct Deposit"). Deposits made using such bank routing and account number will be credited to your Cash App Balance for

use in accordance with these Cash App Terms. The maximum amount that can be added to your Cash App Balance by Direct Deposit is $25,000 per transaction.

c. **Mobile Check Capture.** Subject to the **Mobile Check Capture Section** of these Cash App Terms, we may also offer the ability to use a check to Add Cash to your Cash App Balance.

Certain funding features (including, but not limited to, cash loads and Direct Deposit) may be unavailable or delayed from time to time due to risk-based restrictions, scheduled maintenance, changes to our Services, unforeseen circumstances, or outages.

3. Transferring Funds to Your Bank Account

You can transfer funds from your Cash App balance out to your bank account ("Cash Out"). These transfers can take up to three days, or for a fee, be made instantly. We may limit your ability to transfer funds to your bank account, based on the circumstances. For example, we may delay transfers while we screen for fraud or risks. You are responsible for all amounts owed on your account even after it is closed.

a. **Transfers to Your Bank Account.** You may electronically transfer funds from your Cash App Balance to an Eligible Bank Account ("Cash Out"). By selecting an Eligible Bank Account as your deposit source you are requesting that we settle an electronic transfer to your bank account. The Company will settle these electronic transfers (via the Automated Clearing House ("ACH") of

NACHA - The Electronic Payment Association ("NACHA")) to your Eligible Bank Account in the amount you instruct, and you will not be able to cancel the ACH transfer. Such transfer to your Eligible Bank Account via ACH will typically arrive within three (3) business days.

b. **Instant Deposit.** If this feature is available to you, you may Cash Out from your Cash App Balance to your Eligible Bank Account subject to the fees detailed in the Instant Deposit experience. Funds are typically available within minutes.

c. **Limitations.** The Company may limit how many Cash Outs you can initiate from your Cash App to your Eligible Bank Account and the amount of funds you can transfer in a single transaction. We reserve the right to delay or further limit such transfers at our discretion to protect the Company or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. In addition, you may not transfer funds from your Cash App Balance to your Eligible Bank Account to evade a payment investigation. If you attempt to transfer your Cash App Balance while we are conducting an investigation, we may hold your funds at our discretion to protect the Company or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. We also may defer or redirect payout or restrict access to your funds as necessary to comply with applicable law, subpoena or court order, or if requested by any governmental entity. You will remain liable for all obligations related to your Account even after the Account is closed.

4. Cash App Savings

Cash App offers a savings feature (“Cash App Savings”) that is described in the **Cash App Savings Terms of Service**. If you are eligible and choose to use the Cash App Savings feature, you agree to the **Cash App Savings Terms of Service**.

5. Treatment of Funds

The Company will not mix your funds with the Company's corporate funds. Your funds will be held in pooled bank accounts with the funds of other Cash App customers.

If you do hold funds in your Cash App Balance and/or your Savings Balance, the Company will hold such funds separate from its corporate funds and will not use your funds for any corporate purposes, nor will the Company voluntarily make your funds available to its creditors in the event of bankruptcy. The Company will combine your funds with the funds of other customers and place those pooled accounts in one or more bank accounts in the Company's name.

6. Interest

Unless you are enrolled in the Savings Yield feature (see the **Cash App Savings Terms of Service**), as consideration for your use of the Service, you irrevocably transfer and assign to the Company all of your rights in any and all interest paid by our partner bank on your Cash App Balance and your Savings Balance funds that are held by the Company on your behalf.

7. Free Overdraft Coverage

a. **General.** Cash App offers you, if eligible, the ability to enroll in an optional, no-fee overdraft feature ("Free Overdraft Coverage") that allows you to overdraw on your Cash App Balance for Cash App Card purchase transactions, ATM withdrawals, and cash-back transactions, but excluding ACH transfers ("Qualifying Transactions"), up to a specified amount no greater than $50 (the "Limit").

The Limit is determined by Cash App in its sole discretion based on your account history, direct deposit history, spending activity, and other risk-based factors. Your Limit may be adjusted from time to time in Cash App's sole discretion. Your Limit may be increased or decreased at any time by Cash App and represents the maximum amount by which you may overdraw on your Cash App Balance on Qualifying Transactions. Any changes to your Limit will be communicated to you and also displayed within your Cash App mobile application.

Free Overdraft Coverage is only available for Qualifying Transactions. Other transactions will continue to be declined if there are insufficient funds in your Cash App Balance.

b. **Eligibility.** Eligibility for Free Overdraft Coverage is determined by Cash App in its sole discretion. Among other factors, to be eligible for Free Overdraft Coverage, you must have received at least $300 in Qualifying Direct Deposits in the preceding calendar month. A Qualifying Direct Deposit means a direct deposit by ACH transfer of payroll, pension or government benefits from your employer or a government agency. You must continue to meet the Qualifying Direct Deposit requirement each

month to maintain your enrollment in Free Overdraft Coverage. If Cash App does not receive a Qualifying Direct Deposit as described above, Cash App will terminate your enrollment in Free Overdraft Coverage and not approve any Qualifying Transactions that may result in an overdraft balance.

At any time, Cash App may in its sole discretion change the existing requirements or add additional requirements at any time that you must meet in order to enroll or continue to use Free Overdraft Coverage.

c. **Fees.** Cash App will not charge you any fees or interest to be eligible or to use Free Overdraft Coverage. While there is no fee to use Free Overdraft Coverage, fees for related services continue to apply according to the terms associated with any such services, including third-party fees that may apply to ATM withdrawals and certain types of Cash App Card transactions.

d. **Repayment.** Any funds deposited to your Cash App Balance with an overdraft balance will be automatically used to pay off the overdraft balance ("autopay").

You may choose to opt out and disable autopay of your overdraft balance by contacting Cash App Support. If you have disabled autopay, you can pay the overdraft balance manually in the Cash App mobile application.

You cannot maintain an overdraft balance for more than 45 consecutive calendar days from the date that you initially incur the overdraft balance. If you fail to pay your overdraft balance within 45 calendar days and you are enrolled in autopay, Cash App may pull the overdraft balance from your linked Eligible Transaction Account.

Cash App may also suspend or cancel your enrollment in Free Overdraft Coverage.

e. **Cancellation.** You may cancel your use of Free Overdraft Coverage using the Cash App mobile application at any time. If you cancel your use of Free Overdraft Coverage, Cash App will not approve Qualifying Transactions that result in an overdraft balance on your Cash App Balance. If you continue to remain eligible for the feature, you may re-enroll at any time.

Cash App may suspend or terminate your use of Free Overdraft Coverage for any reason in its discretion. You agree that Cash App will not be liable to you or any third-party for any costs, fees, or losses associated with the termination of your access to Free Overdraft Coverage, including, but not limited to, insufficient funds fees, late fees, legal fees or other charges.

VII. Peer-to-Peer Service

1. Description Of Service

The peer-to-peer Service ("Peer-to-Peer Service") allows you to send funds or receive funds for peer-to-peer personal, non-commercial purposes.

2. Sending Funds

You will be able to send funds using our P2P service if you have a linked bank account or linked a credit card. If you have an Unrestricted Account you will also be able to send

funds using our P2P service from your balance. You authorize us to move funds on your behalf. We won't be responsible for certain incomplete transactions, as described here.

a. **General**. Once you have opened an Account and either have funds available in an Eligible Transaction Account or linked a credit card issued by a U.S.-based bank or financial institution bearing the trademark of Visa, MasterCard, Discover, or American Express Travel Related Payment Services Company, Inc. ("American Express") (an "Eligible Credit Account), you will be able to send funds using the Peer-to-Peer Service. Note that your Cash App Balance will not be an "Eligible Transaction Account" until you have given us certain information and we have verified your identity, as set forth above. This means that until (a) you give us this information (b) we verify your identity and (c) you have an Unrestricted Account, you will not be able to use the Cash App Balance to send funds using the Peer-to-Peer Service. With a Restricted Account, you will not be able to make a payment to another Cash App customer (including a Cash for Business Account) using your Cash App Balance. You may only send funds with the Peer-to-Peer Service using an Eligible Credit Account or an Eligible Bank Account. As a party initiating a transfer ("Sender"), you will send funds to your selected recipient ("Recipient") by designating the Recipient and the transfer amount to us (a "Payment Instruction").

b. **Authorization**. By initiating each Payment Instruction, you authorize us to debit your linked Eligible Transaction Account (including any Eligible Bank Account that is linked to your Account at the time of the Payment

Instruction) or linked Eligible Credit Account by the amount you specify, and to send those funds to your designated Recipient (a “P2P Payment”) immediately upon your request. By submitting a Payment Instruction, you are also authorizing us to move funds to your applicable Eligible Transaction or applicable Eligible Credit Account for P2P Payments that are canceled or otherwise returned. You can cancel this authorization by unlinking your Eligible Bank Account from your Cash Account.

You understand and agree that when you initiate a P2P Payment Instruction, processing will begin, and funds will leave your Eligible Transaction Account as early as the moment you initiate the Payment Instruction. However, we will complete the transfer of funds to the Recipient once the Recipient has provided all required information. You hereby authorize and direct us to retain such funds until the earlier of such time as the Recipient has provided all required information or fifteen (15) days.

c. **Our Liability**. We shall incur no liability if we are unable to complete a P2P Payment Instruction because of inaccurate or insufficient Payment Instructions, or the failure of the Recipient to claim the P2P Payment, or because either you or the Recipient does not provide us with any information that we request, or we are unable to verify your identity or the identity of the Recipient to our satisfaction.

3. Funding Sources Used for Payments Made Through the Service

You may link an Eligible Bank Account to your Cash App to fund payments. The Company reserves the right to

limit which banks or what types of accounts constitute an Eligible Bank Account. When you initiate a payment through the Cash App, if you have a Restricted Account, then you will not be able to make a payment to another Cash App customer (including a Cash for Business Account) using your Cash App Balance. If you have a Restricted Account and you wish to make a payment to another Cash App customer, you may: (1) use an Eligible Bank Account or Eligible Credit Account; or (2) upgrade to an Unrestricted Account to make the payment with your Cash App Balance.

If you have an Unrestricted Account and have sufficient funds in your Cash App Balance to satisfy the full payment amount you can choose whether you want the payment fulfilled by your Cash App Balance, Eligible Bank Account or Eligible Credit Account. If you do not have sufficient funds in your Cash App Balance to cover the full transaction, then you may choose the funding source from your Eligible Transaction Accounts or Eligible Credit Accounts.

4. Requesting Funds

You may also request funds to be transferred to you through the Peer-to-Peer Service by designating the amount of funds requested and your selected Sender (a "Cash Request"). If the Sender approves your Cash Request, your Cash Request will become the Sender's Payment Instructions and be processed as described in these Cash App Terms.

5. Receiving Funds

Any P2P Payment you receive via the Peer-to-Peer Service will be stored in your Cash App Balance.

6. Peer-to-Peer Service Payment Amount Limits

If you're sending large amounts of money over certain thresholds, you will need to provide additional identification information so that we can make sure you are who you say you are.

We will require you to provide us with additional identification information if you wish to send more than your limits in any one transaction or in multiple transactions. We may impose transaction limits over any period of time and over the lifetime of your account, subject to some restrictions. We may adjust these limits at any time at our discretion.

7. Peer-to-Peer Service Fees

You can send money to others through our P2P service for free, unless you choose to send funds using a credit card. We can change these fees in the future.

There are currently no fees for sending funds via an Eligible Transaction Account using the Peer-to-Peer Service. The fee for sending funds using an Eligible Credit Account through Peer-to-Peer Service will be displayed at the time of the transaction. We reserve the right to charge for or change the fees associated with

use of the Peer-to-Peer Service at any time with reasonable notice, subject to these Cash App Terms.

8. Payment Cancelation, Stop Payment Requests and Refused Payments

Our ability to stop or cancel a P2P Payment Instruction depends on how the Payment Instruction was initiated, and whether the Payment Instruction has begun processing. We are not required to stop, cancel, or recover funds associated with a misdirected Payment Instruction.

P2P Payments not claimed by a Recipient fifteen (15) days after the processing has begun will be canceled automatically. We will attempt to return any unclaimed, refused, refunded, prohibited, or denied P2P Payment to your Eligible Transaction Account or Eligible Credit Account, as applicable. If we are not able to do so, we may use other reasonable means to return the P2P Payment to you, as permitted by applicable law.

9. Invalid P2P Payments

If we believe you received a payment that should not have been made for some reason (for example, fraud), you give us permission to reverse that payment. We are not responsible for any payments that you receive, even if you don't know who sent the payment.

If you receive a P2P Payment and we later determine in our sole discretion that the P2P Payment was invalid for any reason, you hereby authorize us to move funds from

the applicable Eligible Transaction Account or Eligible Credit Account in an amount equal to the P2P Payment.

You acknowledge and agree that we will not be liable in any way for any P2P Payments that you may receive, regardless of whether you authorized the Sender to send them to you.

10. Risk of Fraudulent Transactions

The Peer-to-Peer Service is a money transmission service. As a result, fraudulent transactions may result in the loss of funds with no recourse.

VIII. Cash App Card

1. Issuance of the Cash App Card

A bank may provide you with a virtual or physical Cash App Card. By requesting the Cash App Card, you agree to any additional applicable terms from the issuing bank. We may cancel, repossess, or revoke your Cash App Card at any time.

The Company may arrange for an issuing bank to provide you with access to a debit card (a “Cash App Card”). By using the Cash App Card, you agree to the issuing bank’s terms, as applicable (each the “Cash App Card Terms”), which may be updated from time to time. For avoidance of doubt, the applicable Cash App Card Terms are between you and the issuing bank of your card program, not the Company, and in the event of any

inconsistency between these Cash App Terms and the applicable Cash App Card Terms, the applicable Cash App Card Terms shall govern your use of the Cash App Card and your relationship with the issuing bank.

The Cash App Card may be issued in virtual or physical form. To activate the virtual card, and to request a physical card, you will need to follow in-app prompts.

You may have the option to design your own card. If you choose to redesign your card, we may charge an additional fee. We reserve the right to reject designs or signatures and card applications for any reason. Prohibited signatures include, but are not limited to, those signatures that depict inappropriate subject matter, the intellectual property rights of others, or an ink-intensive design.

Once you receive your physical card in the mail you must follow the directions in the mailing to activate your card prior to use. Your personal identification number ("PIN") will be the code you set as your Cash PIN, and you may reset the PIN in the Cash App. Your physical card may be canceled, repossessed, or revoked at any time without prior notice at our discretion (including for depicting a prohibited signature) subject to applicable law.

2. Using the Cash App Card

You can use your Cash App Card to make purchases using any available Cash App balance. You agree we can move funds from your balance to your Cash App Card for purchases that you make with your Cash App Card.

Your Cash App Card may be used to make purchases with a merchant using any available amounts in your Cash App Balance. Upon activating the Service, you instruct the Company to use the available funds in your Cash App Balance to load your Card Account for making purchases with your Cash App Card.

3. Payment Transaction Limits

You agree that you won't make a purchase or transaction in excess of the funds available in your balance and if you do, you agree that we can recover any negative balance.

You can only make transactions using your Cash App Card to the extent that you have funds in your Cash App Balance to support those transactions. You agree not to make a purchase or other transaction in excess of the funds available in your Cash App Balance. If you do make a purchase or other transaction that exceeds the funds available in your Cash App Balance, you agree that we can recover any negative balance incurred.

4. No Right to Stop Payment

You do not have the right to stop payment on a transaction originated with your Cash App Card.

5. "Disable Card" Feature

You may use the "Disable Card" feature of Cash App to disable your Cash App Card if you lose your Cash App Card

or think it has been stolen.

In the event of a lost, stolen, or misplaced Cash App Card, or you otherwise want to prevent future transactions from your Cash App Card, you may disable your Cash App Card with the Cash App's "Disable Card" feature within the Cash App. Use of this feature will not prevent processing of pending transactions initiated prior to disabling your Cash App Card. In the event you have found your card, or otherwise want to enable a disabled Cash App Card, you must select the "Enable Card" option within the Cash App before your "disabled" Cash App Card can be used for transactions. You are responsible for preventing unauthorized disabling and enabling activity on your device relating to your Cash App Card. Such activity, when not authorized, may be deemed invalid in the Company's sole discretion.

6. Card Cancelation

If we determine that you are no longer eligible for a Cash App Card, we will let the issuing bank know and your Cash App Card may be canceled without notice.

We may suspend access to or cancel your Cash App Card at our sole discretion. We will inform the issuing bank if we determine that you are no longer eligible for your Cash App Card. If you are no longer eligible for your Cash App Card it may be canceled at any time without notice as detailed in the applicable Cash App Card Terms and your funds will be returned to you unless they are the subject of an investigation into suspected

unlawful activity, or if the Company is otherwise required by law to withhold your funds.

7. Disclaimer

We make no guarantees regarding your Cash App Card and we are not responsible if it gets stolen, lost, destroyed, or used without your permission.

Except as otherwise set forth herein or required by applicable law, the Company is not responsible if your Cash App Card is lost, stolen, destroyed, or used without your permission.

8. Cash App Card Fees

You may be charged certain fees in connection with your use of the Cash App Card.

Fees related to use of your Cash App Card may be added or modified from time to time. Such fees may include:

- ATM withdrawals (in and out of network): $2.50
- Cash App Card redesign or upgrade: $5
- Limited edition Cash App Card designs: fee disclosed when you order the card

All Cash App Card fees will be deducted from the available balance in your Cash App Balance when the fee is assessed.

IX. Virtual Currency Services

This section governs your use as an individual of the Virtual Currency (as defined below) services offered through Cash App.

Value of virtual currency can change quickly and dramatically, and can result in sudden and substantial losses including loss of the entire value of the virtual currency. You should therefore carefully consider whether transacting or holding Virtual Currency is suitable for you in light of your financial condition.

1. Definitions

Defined terms will have the same meaning as those found elsewhere in the Cash App Terms, unless otherwise re-defined in this section. Capitalized terms in these Virtual Currency Terms will have the following meanings:

"**External Virtual Currency Address**" means any Virtual Currency address, wallet, or account that is maintained outside of the Services, and is not owned, controlled, or operated by the Company.

"**Fiat Currency**" means government-issued currency.

"**Hosted Balance**" means the Virtual Currency you have purchased for or deposited in your Virtual Currency Account (defined below) which you own and the Company holds for your benefit.

"**Supported Network**" means any blockchain network, second-layer protocol built on top of a blockchain network, or other Virtual Currency network or protocol that we may make available to you in connection with some or all of the Virtual Currency Services.

"**Virtual Currency**" means bitcoin and other virtual currency that may be purchased, sold, saved and transferred using the Cash App.

"**Virtual Currency Services**" means the bitcoin and other virtual currency services available in Cash App.

2. Virtual Currency Account

a. **Eligibility.** To be able to access and use the Virtual Currency Services, you must have a "Virtual Currency Account." To register for a Virtual Currency Account you must: (a) have an Account, (b) be an individual person, not an entity, using the Virtual Currency Services for personal use, (c) be a resident of the United States, (d) be at least 18 years, and the age of majority in your State of residence, or older, (e) use the Virtual Currency Services in the United States, and (f) have provided the information as discussed in the next section.

b. **Identity Verification.** In order to use the Virtual Currency Services, you may be required to provide the Company with certain personal information in addition to the Account Information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type, routing number, and account number),

source of funds and employment information. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update the Company if any information changes.

c. **Availability.** The Company may not make all of the Virtual Currency Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Virtual Currency Services from certain states, territories, or jurisdictions ("Restricted Locations"). You must not attempt to use the Virtual Currency Services if you are located in any of those Restricted Locations. You must not attempt to circumvent any restrictions imposed via the Virtual Currency Services, such as by obscuring your IP address or submitting any inaccurate information regarding your location.

d. **Application of the Uniform Commercial Code.** All Virtual Currency credited to your Virtual Currency Account will be treated as "financial assets" under Division 8 of the California Uniform Commercial Code ("Division 8"). We are a "securities intermediary" as used in Division 8 with respect to Virtual Currency, and your Virtual Currency Account is a "securities account" as used in Division 8. As stated in Division 8, "the characterization of a person, business, or transaction for purposes of this division does not determine the characterization of the person, business, or transaction for purposes of any other law, regulation, or rule," including the United States Commodity Exchange Act and any federal, state, or foreign securities law or regulation.

e. **Virtual Currency Custody and Title.** All Virtual Currency held in your Virtual Currency Account are custodial assets held by us for your benefit. Title to all Virtual Currency in your Virtual Currency Account shall at all times remain with you and shall not transfer to us. We will maintain on our books at all times a record of the amount and ownership of all such Virtual Currency held in your Virtual Currency Account. All interests in Virtual Currency we hold for customers are not Company property and are not subject to claims of our creditors. Except as required by law, or except as provided herein, we will not sell, transfer, loan, hypothecate, or otherwise alienate any Virtual Currency in your Virtual Currency Account unless instructed by you.

3. Purchasing Virtual Currency

a. **Funding.** In order to complete a purchase transaction via the Virtual Currency Services, you must first hold Fiat Currency in your Cash App Balance.

b. **Authorization.** When you submit a Virtual Currency purchase order (a "Buy") via the Virtual Currency Services, you authorize us to execute a Virtual Currency purchase transaction in the amount you instruct and debit your Cash App Balance in the total amount of the Buy transaction, including any applicable fees.

c. **Buy Transaction.** To initiate a Buy you will choose the amount of Virtual Currency you wish to buy from the Company using Fiat Currency from your Cash App Balance and tap “Buy”. You must have sufficient Fiat Currency in your Cash App Balance before submitting any “Buy” transaction. A “Buy” transaction is a sale from the Company to you. Once complete, your Hosted

Balance will reflect the amount of Virtual Currency that you own. All right to and title in the Virtual Currency bought will pass from the Company to you. A Buy will not necessarily result in the Company broadcasting any transaction to a Virtual Currency network.

d. **Auto-Invest and Recurring Buys.** You may be able to set recurring Buy transactions to purchase Virtual Currency in Cash App (a "Recurring Buy") at periodic intervals of your choosing. If you set up a Recurring Buy, you authorize and instruct the Company to debit Fiat Currency from your Cash App Balance or Eligible Bank Account (as applicable) in the amount you instruct for each Recurring Buy and on the periodic interval you instruct (e.g. daily, monthly, weekly). The Company will execute each Recurring Buy in the amount and interval you instruct. Recurring Buys will be placed as market orders on the applicable day and will be executed at the then-effective Conversion Rate (defined below). Recurring Buys may not occur at the same time on each day of the periodic interval. You may not receive prior notification of Recurring Buys before they occur. The Company may set minimum transaction requirements for Recurring Buys. If you do not have sufficient funds available for any Recurring Buy, we may make additional attempts to pull funds, wait to retry on the next scheduled Recurring Buy, or cancel the Recurring Buy altogether. You may cancel Recurring Buys at any time. Recurring Buys will continue until canceled by you or the Company. The Company may cancel or modify any Recurring Buy for any reason in its sole discretion.

e. **Round-Ups.** You may be able to set recurring purchases of bitcoin each time you use your Cash App Card through the Round Ups feature (a "Round Up"). If

you set up and enable Round Ups, you authorize and instruct the Company to debit Fiat Currency from your Cash App balance to purchase bitcoin on your behalf for the Round Up amount each time your Cash App Card is used. The amount of each Round Up will be determined by "rounding up" your Cash App Card purchase to the next whole dollar amount when the Cash App Card transaction settles and purchasing bitcoin in that amount at the then-effective Conversion Rate (defined below). Your Cash App Card transaction may settle 1-3 days after you use your Cash App Card. Cash App Card transaction settlement times may vary, and the Cash App Card transaction amount may change (for example, if you add a tip). The price of Bitcoin may vary at the time a Round Up is made. The Company may set minimum transaction requirements for Round Ups. You may disable Round Ups at any time, but we may be unable to stop pending Round Ups. Cash App may cancel or modify any Round Up for any reason in its sole discretion. If you do not have sufficient funds available for any Round Up, we may make additional attempts to pull funds, wait to retry on your next Round Up, or cancel the Round Up altogether. In the event that a Round Up is made as a result of an unauthorized Cash App Card transaction, you may submit a dispute to correct the Round Up by contacting **Cash App Support**.

f. **No Guarantee.** The Company does not guarantee the availability of "Buy" transactions, and the act of purchasing Virtual Currency from the Company does not result in a guarantee that you may purchase supported Virtual Currency from the Company at a later time.

g. **Settlement.** We will use commercially reasonable efforts to complete transactions within two days of the

date upon which you have initiated a “Buy” transaction via the Virtual Currency Services.

4. Transferring Virtual Currency

a. **Withdrawals.** You may transfer Virtual Currency, up to the total amount of Virtual Currency from your Hosted Balance to an External Virtual Currency Address, minus the fees detailed below (a “Virtual Currency Withdrawal”). You are solely responsible for providing accurate instructions and directions for any Virtual Currency Withdrawal, and we are not liable to you or any third party for any delay or loss incurred from a Virtual Currency Withdrawal executed according to your instructions. You should verify the accuracy of the External Virtual Currency Address prior to initiating a Virtual Currency Withdrawal. Virtual Currency Withdrawals may not be reversed or refunded once they have been initiated. We do not have control over any Supported Network for any Virtual Currency Withdrawal and cannot guarantee that the Supported Network will confirm the transaction or execute it correctly.

b. **Deposits.** You may transfer Virtual Currency from an External Virtual Currency Address to your Hosted Balance, minus the fees detailed below and subject to the restrictions in these terms (a “Virtual Currency Deposit”). Only supported Virtual Currencies may be deposited with Cash App, and any Virtual Currency Deposit you initiate must conform to the protocols of the receiving Virtual Currency wallet. The person initiating a Virtual Currency Deposit is solely responsible for executing the transaction correctly, including payment of any applicable network fees. We are not responsible for any erroneous or delayed Virtual Currency Deposit

for any reason, including erroneous instructions or address information. Virtual Currency Deposits must be recognized by the required number of network confirmations, or otherwise authorized pursuant to network confirmation requirements, for the relevant Supported Network, and may be delayed before appearing in your Hosted Balance.

c. **Transfer Limitations.** We may, in our sole discretion, impose limitations or restrictions on the size, type, or manner of any transfer transactions, such as a limit on the total amount of Virtual Currency that may be transferred.

d. **Transfer Fees.** We may charge fees for Virtual Currency Deposits or Virtual Currency Withdrawals, including fees imposed by the relevant Supported Network if applicable, which will be shown to you at or prior to your confirmation of the transaction.

e. **Compatibility.** Only supported Virtual Currencies may be transferred to or from your Hosted Balance. We are not responsible for delay or loss associated with any attempted transfer transaction of unsupported Virtual Currencies or of any Virtual Currency transaction that is not made on a Supported Network or that is incompatible with the destination address.

f. **Transfer Settlement Risk of Loss.** Once a Virtual Currency Withdrawal or Virtual Currency Deposit is submitted to the Supported Network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient for the Supported Network to confirm the transaction, which can vary. A Virtual Currency Withdrawal or Virtual Currency Deposit is not complete while it is in a pending state. Pending Virtual

Currency Withdrawals that are initiated from your Hosted Balance will be in a pending transaction state, and the relevant value of the pending Virtual Currency Withdrawal will not be available in your Hosted Balance. If your attempted Virtual Currency Withdrawal over a Supported Network fails, the relevant Virtual Currency amount will remain in your Hosted Balance. You bear the risk of loss of value once you have initiated a transfer transaction to or from your Hosted Balance in the event that the receipt of virtual currency is delayed and the value of virtual currency decreases during the period of delay. We are not responsible for delays or loss incurred as a result of any errors in the initiation of a transfer transaction and have no obligation to assist in the remediation of such transactions.

g. **Third Parties.** We are not responsible for any goods or services that you may receive from, or any action by, a third party with respect to any transfer of Virtual Currency. We are not responsible for ensuring that a third party you transact with will complete the transaction or is authorized to do so. If you have a dispute with any third party with respect to any Virtual Currency transfer you should resolve the dispute directly with that third party.

5. Selling Virtual Currency

a. **"Sell" Transaction.** To initiate a “Sell” transaction, you will choose the amount of Virtual Currency you wish to sell to the Company from your Hosted Balance and tap “Sell”. In the event the “Sell” feature is available, the Company will then purchase such amount of Virtual Currency from you and deposit the value of Virtual Currency in your Cash App as Fiat Currency. The price

you receive for any Virtual Currency sold to the Company may vary based on market factors, including the price and volume of the Virtual Currency you are attempting to sell.

b. **No Guarantee.** The Company does not guarantee the availability of "Sell" transactions, or your ability to sell Virtual Currency held in your Hosted Balance. The act of selling Virtual Currency to the Company does not create a guarantee that you may sell Virtual Currency to the Company at a later time.

6. Peer to Peer Bitcoin Transfers

Cash App may allow you to initiate peer-to-peer bitcoin transfers to other Cash App customers within the app (each transfer, a "P2P Bitcoin Transaction"). P2P Bitcoin Transactions are "off-chain" transactions facilitated by the Company. As such they are not broadcast to the bitcoin network and will not be reflected on the public ledger. All bitcoin transferred via P2P Bitcoin Transactions are custodied by the Company. P2P Bitcoin Transactions may only be completed between Virtual Currency Accounts; if you initiate a P2P Bitcoin Transaction to a Cash App Account that is not an Virtual Currency Account, the recipient must take the necessary steps to become an Virtual Currency Account before the transaction will be completed. If the recipient fails to open a Virtual Currency Account for any reason within the required period of time, the attempted P2P Bitcoin Transaction will be voided and the bitcoin returned to your account. Once you accept a P2P Bitcoin Transaction, any subsequent P2P Bitcoin Transaction to you will be automatically completed into your Hosted Balance.

We reserve the right to charge for or change the fees associated with P2P Bitcoin Transactions at any time subject to these Virtual Currency Terms. Any fees assessed will be reflected in app at or prior to your confirmation of the transaction.

We may impose transaction limits on P2P Bitcoin Transactions in our sole discretion. Fraudulent transactions may result in the loss of Virtual Currency with no recourse. It is your responsibility to provide accurate instructions for any P2P Bitcoin Transactions, and the Company is not responsible for any P2P Bitcoin Transactions facilitated based on inaccurate or incomplete instructions. P2P Bitcoin Transactions occur in bitcoin denominations (i.e. “satoshis”). You may have the option to choose an estimated amount of a P2P Bitcoin Transaction denominated in dollars. Prior to sending any P2P Bitcoin Transaction you will be shown the amount of the transfer denominated in bitcoin; it is your responsibility to ensure that the transfer amount in bitcoin is correct. All estimated denominations of P2P Bitcoin Transactions in dollars are based on the then-effective Conversion Rate and are not a guarantee or promise of the amount of bitcoin that will be transferred. The value of bitcoin can fluctuate rapidly and the Company does not guarantee the dollar value of any P2P Bitcoin Transaction. Bitcoin received via P2P Bitcoin Transaction may lose value, and recipients will not be reimbursed for such losses.

7. Fees

We may charge fees for Virtual Currency transactions within Cash App, including any purchase, sale, transfer, or transaction on any Supported Network. For any

transaction you initiate, you agree to pay the fees shown to you at or prior to you confirming the transaction. We may change the fees at any time, with or without notice to you.

8. Conversion Rate

You may buy or sell Virtual Currency through the Virtual Currency Services. Any such buy or sell transaction is subject to the Company "Conversion Rate" for the given transaction. "Conversion Rate" means the price of Virtual Currency in terms of Fiat Currency as displayed in the Cash App once you have selected "Buy" or "Sell" and such Conversion Rate is the price in terms of Fiat Currency at which you may buy Virtual Currency from or sell Virtual Currency to the Company. You acknowledge that the Company may add a margin or "spread" between the quoted mid market price displayed on the Virtual Currency dashboard and the quoted buy or sell price and, as such, that the quoted buy price Conversion Rate may not be the same as the sell price Conversion Rate at any given time. You agree, as a condition of buying or selling Virtual Currency through the Cash App, to accept the Conversion Rate as the sole conversion metric. You have no obligation to accept the offered buy or sell price for Virtual Currency in the Cash App.

9. Risk Disclosure

GENERAL. VIRTUAL CURRENCY VALUES CAN FLUCTUATE SUBSTANTIALLY WHICH MAY RESULT IN A TOTAL LOSS OF THE VALUE OF THE VIRTUAL CURRENCY IN YOUR HOSTED BALANCE. THE SUPPLY OF VIRTUAL CURRENCY AVAILABLE TO THE COMPANY

TO SELL TO YOU AND THE ABILITY OF THE COMPANY TO PURCHASE OR TRANSFER YOUR VIRTUAL CURRENCY DEPENDS ON THIRD PARTY PROVIDERS THAT ARE OUTSIDE OF THE COMPANY 'S CONTROL, THEREFORE, THE COMPANY MAKES NO PROMISES AS TO TIMING OF VIRTUAL CURRENCY PURCHASES, SALES, AND TRANSFERS. THE COMPANY DOES NOT OWN OR CONTROL ANY OF THE SOFTWARE PROTOCOLS THAT ARE USED IN CONNECTION WITH THE VIRTUAL CURRENCIES PURCHASED, SOLD, OR TRANSFERRED THROUGH THE VIRTUAL CURRENCY SERVICES. ACCORDINGLY, THE COMPANY DISCLAIMS ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY PRICE FLUCTUATIONS IN VIRTUAL CURRENCY, AND MAKES NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY OR AVAILABILITY OF SUCH PROTOCOLS.

FORKS. BY USING THE VIRTUAL CURRENCY SERVICES, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING PROTOCOLS ARE SUBJECT TO SUDDEN CHANGES IN OPERATING RULES (KNOWN AS "FORKS"), AND THAT SUCH FORKS MAY MATERIALLY AFFECT THE VALUE, FUNCTION, AND/OR EVEN THE NAME OF THE VIRTUAL CURRENCY. IN THE EVENT OF A FORK, YOU AGREE THAT WE MAY TEMPORARILY SUSPEND OPERATIONS (WITH OR WITHOUT ADVANCE NOTICE TO YOU) AND THAT WE MAY, IN OUR SOLE DISCRETION, DECIDE WHETHER OR NOT TO SUPPORT (OR CEASE SUPPORTING) EITHER BRANCH OF THE FORKED PROTOCOL ENTIRELY. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY ASSUMES ABSOLUTELY NO RESPONSIBILITY WHATSOEVER IN RESPECT OF AN UNSUPPORTED BRANCH OF A FORKED PROTOCOL.

SYSTEM FAILURE. YOU ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF THE VIRTUAL CURRENCY SERVICES TO CONDUCT VIRTUAL CURRENCY TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, INTERNET CONNECTIONS, AND FAILURES RELATED TO ANY SUPPORTED NETWORK. THE NATURE OF VIRTUAL CURRENCY MEANS THAT ANY TECHNOLOGICAL DIFFICULTIES EXPERIENCED BY THE COMPANY MAY PREVENT THE ACCESS OR USE OF YOUR VIRTUAL CURRENCY.

Disruption Events. You agree that we are not liable for any price fluctuations in Virtual Currency. In the event of material market events or other prevailing circumstances, we may do one or more of the following: (a) suspend access to the Virtual Currency Services; or (b) prevent you from completing any actions via the Virtual Currency Services. We will not be liable for any losses suffered by you resulting from such actions. Following any such event, when Virtual Currency Services resume, you acknowledge that prevailing market rates, including the Conversion Rate, may differ significantly from the rates available prior to such event.

Limitation of Liability. Our responsibility is limited to the exercise of ordinary diligence in operating the Virtual Currency Services and giving access to your Virtual Currency and in preventing access to your Virtual Currency by unauthorized persons. We are not responsible for any unauthorized access or loss or harm an unauthorized access may cause, unless caused only by our gross negligence or our willful misconduct. You will have no claim against us for loss of your Virtual

Currency unless you prove that the loss was not caused or contributed to by you.

Risks Inherent to Virtual Currency. (a) Virtual Currency transactions are irreversible, and, accordingly losses due to fraudulent or accidental transactions may not be recoverable and the Company shall not be held liable for any fraudulent or accidental transactions, (b) Virtual Currency is not legal tender and is not backed by a government or central bank. As such, there is no protection, such as deposit insurance, to cover any losses associated with Virtual Currency, (c) legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange, and value of Virtual Currency or the functionality or availability of any Supported Network, (d) each Supported Network is maintained by a vast, unidentified private computer network spread around the world, and choosing to participate in Virtual Currency transactions on any Supported Network is at your own risk and based solely on your own understanding of the Virtual Currency and Supported Network, (e) Virtual Currency is a target for fraud and the potential for fraud is especially likely when you engage in transactions with External Virtual Currency Addresses, (f) Virtual Currency is a target for hackers and hacking can occur even when you use the strongest security settings and as such your Virtual Currency may be irretrievably stolen, (g) your bank accounts are at increased risk of being hacked when linked to Virtual Currency accounts, (h) some Virtual Currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you have initiated the transaction (i) the value of Virtual Currency may be derived from the continued willingness of market

participants to exchange Fiat Currency for Virtual Currency, which may result in the potential for permanent and total loss of value of a particular Virtual Currency should the market for that Virtual Currency disappear, (j) there is no assurance that a person who accepts Virtual Currency as payment today will continue to do so in the future, (k) the volatility and unpredictability of the price of Virtual Currency relative to Fiat Currency may result in significant loss over a short period of time, and (l) any bond or trust account held by the Company may not be sufficient to cover all losses incurred by our customers.

10. Transaction History

Transaction information will be reflected in your transaction history in the Cash App. You agree that failure to provide such confirmation shall not prejudice or invalidate the terms of such transaction.

11. Use of the Virtual Currency Services

a. **Conditions and Restrictions.** We may, at any time and in our sole discretion, refuse any transaction, including any purchase, sale, or transfer request submitted via the Virtual Currency Services, impose limits on the amount of Virtual Currency you can purchase, sell, or transfer via the Virtual Currency Services or impose any other conditions or restrictions upon your use of the Virtual Currency Services, without prior notice. We may also make the purchase, sale, or transfer of Virtual Currency in the Cash App unavailable at any time, in our sole discretion. If the Virtual Currency Services are unavailable, any purchase, sale, or transfer requests you

may have submitted for such Virtual Currency will be canceled.

b. **Cancelations.** You may not cancel any purchase, sale or transfer requests via the Virtual Currency Services. Once you have submitted a request, you may not change, withdraw, or cancel your authorization for us to complete such transaction.

c. **Insufficient Funds.** If you have insufficient funds in your Cash App to purchase a requested amount of Virtual Currency via the Virtual Currency Services, you will not be able to complete the transaction.

d. **Taxes.** It is your responsibility to determine what, if any taxes may apply to the transactions you complete under the Virtual Currency Services and it is your responsibility to report and remit the appropriate tax to the relevant taxing authorities. You agree that we are not responsible for determining whether taxes apply to the exchanges made under the Virtual Currency Services. To the extent obligated by the relevant taxing authorities that we are required to deduct or withhold any amounts from payment, we will make the required payment net of such taxes. Any amounts so withheld will be treated as having been paid for all purposes of this agreement. You certify the information provided to the Company is accurate and consent to the Company using such information as is necessary to fulfill the Company's federal, state and local tax payment or withholding purposes and tax filing obligations.

e. **Currency Availability.** The Company retains the right, in its sole discretion, to determine the types of Virtual Currency that may be available through the Virtual Currency Services, and may add or remove the

availability of any Virtual Currency from the Virtual Currency Services at any time for any reason. The Company will make reasonable efforts to notify you of the likely removal of a Virtual Currency. If the market for a Virtual Currency is closed on the Cash App, you will have 30 days to transfer the amounts remaining in your Virtual Currency Account associated with such Virtual Currency to an External Virtual Currency Address. Any Virtual Currency that is no longer supported within the Cash App, and is not withdrawn within 30 days, will not be discarded; however, you must reach out to Support to arrange withdrawal. The Company will not be liable to you for any losses, liability or expenses related to the removal of a Virtual Currency.

f. **Independent Relationship.** You agree that: (a) we are not acting as your broker, intermediary, agent, or advisor, or in any fiduciary capacity, and (b) no communication or information provided to you by us shall be considered or construed as advice.

12. Suspension; Termination; Discontinuance of Virtual Currency Services

a. **Suspension, Termination, Discontinuance of the Virtual Currency Service.** The Company may, in our discretion, with or without prior notice to you, and at any time, limit, suspend, modify, discontinue, either temporarily or permanently, any portion of our Virtual Currency Services, if we think it is necessary to do so to protect us, our users, including you, or our employees from danger or loss, if required by laws that apply or by court order to limit or refuse the Virtual Currency Services. If we exercise our rights to limit or refuse your access to the Virtual Currency Services, we will not be

responsible for any consequences of our refusal to give you access to the Virtual Currency Services, including any delay, damage or inconvenience you may suffer as a result.

b. **Suspension, Termination, Discontinuance of your Virtual Currency Account.** Without limiting other provisions in these Cash App Terms, we may suspend or terminate your Virtual Currency Account or your access to any of the Virtual Currency Services at any time in our sole discretion.

c. **Suspension, Termination, Reversal of Transactions.** We may suspend, refuse, freeze, decline, delay, redirect or reverse any transaction request, including purchase, sale, or transfer requests, for any reason, even after funds or Virtual Currency has been credited to your Virtual Currency Account, including for suspected fraud or illegal activity, in response to a subpoena, court order, or other government order, or if we believe that the transaction is erroneous.

d. **Access to Virtual Currency upon Termination.** You will be permitted to transfer your Virtual Currency or USD funds held in your Virtual Currency Account for ninety (90) days after your access to the Virtual Currency Services have been deactivated or canceled, unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a subpoena or court order.

13. Bitcoin Boost Program

The Company may offer a bitcoin boost for eligible Cash App Card holders (the “Bitcoin Boost”). If you have

activated a Bitcoin Boost, for any eligible transaction on the Cash App Card during the period of time when the Bitcoin Boost is active, you will receive the applicable boost percentage of the transaction amount (e.g. 1%) in Fiat Currency from the Company, up to any applicable maximum total boost amount (the "Boost Funds"). The Boost Funds will then automatically be used for a Buy in an amount equal to the Boost Funds, and such purchased bitcoin will be deposited in your holdings. By activating any Bitcoin Boost, you authorize and instruct the Company to place a Buy in the amount of the Boost Funds (each, a "Boost Buy"). No fees will apply to Boost Buys. Boost Buys will be placed as market orders on the applicable day and will be executed at the then-effective Conversion Rate. You may not receive prior notification of Boost Buys before they occur. There may be delays in the time between the eligible Cash App Card transaction and the Boost Buy, during which time the Conversion Rate may have changed. Boost Buys are subject to available bitcoin inventory. Bitcoin may lose value. You may end up with bitcoin of lower value than the original Boost Funds, and any such loss of value will not be replaced. The Company may set restrictions on when Bitcoin Boosts are available, the amount and percentage of Bitcoin Boosts, and other eligibility and program criteria. You may inactivate a Bitcoin Boost at any time in Cash App. The Company may cancel or modify any Boost Buy for any reason in its sole discretion. Bitcoin Boosts are only available to eligible Cash App Card holders.

14. Virtual Currency Custom Orders

The Virtual Currency Custom Order ("**VC Custom Order**") feature allows you to set a trading price (the "**Trigger Price**") that will result in a Virtual Currency Buy or Sell to be placed upon the occurrence of the Trigger Event (defined below).

To initiate a VC Custom Order, you will: (1) set the Trigger Price; (2) select the amount of bitcoin to Buy or Sell; and (3) select an expiration period. The VC Custom Order will expire if the Trigger Price is not reached before the end of the expiration period. You will be presented with a confirmation page prior to submitting the VC Custom Order instructions that will specify details about the VC Custom Order including any applicable fees.

When you initiate your VC Custom Order, we will pull funds in the amount of the VC Custom Order, including any applicable fees, either (i) from your Cash App Balance in the case of a "Buy," or (ii) from your Hosted Balance in the case of a "Sell." If you initiate a VC Custom Order "Buy" in an amount that exceeds your current Cash App Balance, you authorize us to Add Cash to your Cash App Balance from an External Account or as otherwise permissible under the Cash App Terms, in an amount sufficient to cover your VC Custom Order and any applicable fees. You may not initiate a VC Custom Order "Sell" in an amount that exceeds your current Hosted Balance.

Only in the event that the Conversion Rate matches the Trigger Price (the "**Trigger Event**") will the contingent Buy or Sell transaction associated with your VC Custom Order execute. By initiating a VC Custom Order, you authorize the Company to place a Buy or Sell, as applicable, in the amount specified in the VC Custom Order upon the occurrence of the Trigger Event. The

Trigger Event is based exclusively on the Conversion Rate, and we will determine when the Trigger Price is reached in our sole discretion. You acknowledge and agree that the Conversion Rate is the sole metric used for purposes of determining whether the Trigger Event has occurred, and prices for Virtual Currency on other third party exchanges, markets, or otherwise are not considered or binding. Notwithstanding any prohibition on cancelations that may apply to the Virtual Currency Services in general, you may cancel your VC Custom Order at any time prior to the occurrence of the Trigger Event. We may cancel or modify any outstanding VC Custom Order at any time without notice to you, in our sole discretion. During the time that your VC Custom Order is pending and prior to its cancelation, expiration, or the occurrence of the Trigger Event, the funds or Virtual Currency used to place the VC Custom Order will not appear in your Cash App Balance or Hosted Balance, as applicable. If your VC Custom Order is canceled or expires, the funds or Virtual Currency, together with any fees, will be returned to your Cash App Balance or Hosted Balance, as applicable. We will not be liable to you for any loss incurred as a result of the cancelation of your VC Custom Order.

VC Custom Orders are an advanced order type; you should understand the risks of Virtual Currency transactions generally, and of placing advanced orders specifically, before placing a VC Custom Order. If you choose to place a VC Custom Order, you agree you do so at your own risk. Any outage or interruption to Cash App's service availability more broadly (including as a result of a service interruption caused by a third party) may impact the time that you are able to initiate or cancel your VC Custom Order. We will not be liable to

you in the event that you are not able to place or cancel your VC Custom Order as a result of such outage or interruption to Cash App's service availability. Please carefully review the Virtual Currency risk disclosures before placing any VC Custom Order.

15. Virtual Currency Gifting

Cash App may permit you to send or receive a Virtual Currency-denominated gift to or from other Cash App users, respectively, or to receive such a gift from us as part of a promotional marketing interaction (each, a "**Virtual Currency Gift**"). When initiating a Virtual Currency Gift transaction, the sender does not, in fact, transfer Virtual Currency to the recipient. Rather, the sender of a Virtual Currency Gift is sending Fiat Currency to the recipient via Cash App's Peer-to-Peer Service, using the Cash App Balance held by the sender, and Cash App will prompt the recipient of a Virtual Currency Gift to complete a Buy order to purchase Virtual Currency with the Fiat Currency received from the sender.

The recipient of a Virtual Currency Gift has no obligation to purchase Virtual Currency with the Fiat Currency received. The recipient may decline to make a purchase of Virtual Currency. If the recipient fails to accept the Virtual Currency Gift, whether to purchase Virtual Currency or to receive as Fiat Currency, within within 21 days of receiving a Virtual Currency Gift, then (i) in the case of a Virtual Currency Gift received from another Cash App user, the gifted funds will be returned as Fiat Currency to the sender's Cash App Balance, and (ii) in the case of a Virtual Currency Gift received from us as part of a promotional marketing interaction, the gifted

funds will be returned to us. The recipient is solely responsible for submitting a Buy order to acquire Virtual Currency using the Fiat Currency received via the Virtual Currency Gift, and such Buy order is entirely at the direction and instruction of the recipient.

You acknowledge that the value of Virtual Currency at the time a sender initiates a Virtual Currency Gift may be higher or lower, relative to Fiat Currency, than the value of Virtual Currency at the time a recipient of a Virtual Currency Gift chooses to accept such gift and place a Virtual Currency Buy order. Moreover, Virtual Currency purchased by the recipient, as a result of a Virtual Currency Gift, may lose value, and any lost value will not be reimbursed or replaced by us. Purchasing bitcoin is a risky activity and may involve loss. Please carefully review the Virtual Currency risk disclosures before placing any Virtual Currency Order. Following the receipt of a Virtual Currency Gift and the placement of a subsequent Buy order of Virtual Currency, a recipient will have to sell its Virtual Currency in order to receive any Fiat Currency. Selling Virtual Currency may have tax implications, and we will not provide any reimbursement or compensation for the tax consequences of selling Virtual Currency. If you have questions about your particular tax situation, you should consult a tax advisor.

16. Sponsored Accounts

a. **Authorization**. You may enable use of Virtual Currency Services for Sponsored Accounts, provided your Account is authorized for Virtual Currency Services.

b. **Ownership and Responsibility**. You, and not the Sponsored Account, are the owner of any Virtual

Currency held in a Sponsored Account, and all assets or liabilities related to Virtual Currency held by the Sponsored Account are yours and not the Sponsored Person's. You will be responsible for any losses incurred by a Sponsored Account, and Cash App will not reimburse or otherwise remedy any losses incurred or caused by a Sponsored Account. You are responsible in full for the use of the Sponsored Account, including any obligations or liabilities incurred by it. You are responsible for any tax consequences of the use of Virtual Currency Services by the Sponsored Account. Upon the sale of any Virtual Currency, the proceeds of such sale will be owned by the Sponsored Account, and not you.

c. **Authorization**. If enabled by you to use Virtual Currency Services, the Sponsored Account will be allowed to transact in Virtual Currency in the same manner as your Account, though subject to certain limits (see below for more detail). By enabling Virtual Currency Services for a Sponsored Account, you authorize, consent to, and approve of the Sponsored Person having general discretionary control of the Virtual Currency in the Sponsored Account, including the ability to sell the Virtual Currency. The Sponsored Account will be able to access, transact in, and buy and sell Virtual Currency without prior approval from, or notice to, you. Only the Sponsored Person may be able to access or transact using the Sponsored Account; you may not be permitted to make any transactions in the Sponsored Account (aside from requesting that the Sponsored Account be closed or liquidated). The Sponsored Person's actions with respect to the Sponsored Account will have the same force and effect as if you had done them yourself, and therefore we are allowed to rely on any instruction

to us by the Sponsored Person regarding the Sponsored Account. You understand and acknowledge that all actions taken, including the trades placed by the Sponsored Person are at your own risk. You are able to revoke this authorization at any time either in-app or by contacting us.

d. **Supervision**. You are responsible for the activity of any Sponsored Account, including for any losses that may be incurred and for ensuring that activity in the Sponsored Account complies with these Cash App Terms. It is your responsibility to promptly review the Sponsored Account's activity and to contact us immediately in the event that you have any questions or concerns. It is your responsibility to take action, either in-app or by contacting us, to suspend or revoke a Sponsored Person's access to a Sponsored Account. We will not monitor or supervise the Sponsored Account's activity.

e. **Unilateral Graduation and Transfer of Assets**. Once the Sponsored Person reaches the age of majority we will help them transition the holdings of the Sponsored Account. Upon the Sponsored Person reaching the age of majority in their state of residence they will be able to transfer title, custody, and ownership of the assets of the respective Sponsored Account. You authorize and consent to us transferring the respective Sponsored Account assets at the direction of the Sponsored Person upon their reaching the age of majority.

f. **Limits**. Sponsored Accounts may not have access to all Virtual Currency Services, and may be subject to specific transaction or activity limits. A Sponsored Person may not be able to transfer assets out of the Sponsored Account. Transfers of Virtual Currency into and out of Sponsored Accounts may be limited or outright

prohibited. If we determine we need to close a Sponsored Account, any holdings in such Sponsored Account may be liquidated and the account closed. We reserve the right to impose any additional limits or restrictions on Sponsored Accounts at any time in our sole discretion.

g. **Life Events**. You agree to notify us promptly of any life event or change in circumstance that impacts your or the Sponsored Person's ability to own or use a Sponsored Account. You will notify us if there is a change in your relationship to the Sponsored Person that would affect the ability of you or the Sponsored Person to perform their obligations under this Agreement. We will work with you and the Sponsored Person to transition the account to another sponsor or close the account, as necessary.

h. **Taxes**. As you are the owner of the Sponsored Account you are responsible for any tax consequences of the Sponsored Account's activity and holdings. You should consult a tax advisor regarding the federal, state, and local tax consequences of opening a Sponsored Account with respect to your and the Sponsored Person.

X. Cash App Investing

1. Cash App Investing

If you want to use Cash App to buy stocks you need to sign up with our broker-dealer, Cash App Investing LLC.

If you choose to use brokerage services provided by Cash App Investing LLC, a FINRA registered broker-dealer and subsidiary of the Company ("Cash App Investing"), you must open a brokerage account with Cash App Investing and agree to **Cash App Investing's Terms and Conditions** for such an account. By using any Cash App Investing services, you authorize and instruct us to follow any instructions provided to us by Cash App Investing on your behalf regarding the transmission or receipt of any funds in your Cash App Balance.

2. Stock Gifting

Cash App may permit you to send a "Gift" of stock to another person (the "Recipient"). When you send a Gift of stock, you are sending an amount of Fiat Currency that the Recipient may use to initiate a self-directed purchase of the stock you identified in the Gift. The Recipient may decline to make a self-directed purchase of the stock and instead accept the Gift as cash.

When you send a Gift, the Gift is not a security and the Recipient is not receiving anything other than Fiat Currency. Cash App Investing is an entirely self-directed brokerage service and accountholders are solely responsible for trades placed in their accounts. Any trade placed to acquire stock with the Gift is entirely at the direction and instruction of the Recipient.

To receive a Gift, the Recipient must have a Cash App account. To use the Gift to purchase stock, the Recipient must successfully open a Cash App Investing brokerage account. Brokerage services are provided by Cash App Investing LLC, and by submitting their information and opening a Cash App Investing account, the Recipient will

be required to agree to **Cash App Investing's Terms and Conditions**. If the Recipient does not agree to the Cash App Investing Terms or is unable to successfully open a Cash App Investing brokerage account, the Recipient cannot open a Cash App Investing Account and will not be able to use the Gift to purchase stock. If the Recipient does not accept the Gift within twenty-one (21) calendar days, the Gift will be returned to you.

When sending a Gift, the particular stock you identify in connection with the Gift is chosen at your discretion. Neither the Gift nor the stock identified in connection with the Gift constitute a recommendation by Cash App Investing to buy or sell any security or asset. Cash App Investing does not make recommendations or provide investment advice.

Investing is a risky activity and may involve loss. The amount of stock purchased by the Recipient using the Gift, if any, may lose value, and any lost value will not be reimbursed or replaced by Cash App or Cash App Investing. Further, the stock's price may change after you send the Gift but before the Recipient uses it to make a self-directed purchase of the stock you identified. Selling shares may have tax implications, and neither Cash App nor Cash App Investing will provide any reimbursement or compensation for the tax consequences of selling any stock purchased using a Gift. If you have questions about your particular tax situation you should consult a tax advisor.

XI. Cash for Business

1. Opening a Cash for Business Account

If you are a seller of goods or services, you may open, use, or switch to a "Cash for Business Account." Your Cash for Business Account will be marked with an insignia or you will otherwise be designated as having a business account. You must have an Unrestricted Account to be a Cash for Business Account and you may be asked for additional identification information and Account Information to open, use, or switch to a Cash for Business Account.

If we determine, in our sole discretion, that you are using your Account to sell goods and services, we may require you to open or switch to a Cash for Business Account. We may also terminate, suspend, or close your account in our discretion.

2. Payment Terms

By opening, using, or switching to a Cash for Business Account, you accept and agree to the **Cash for Business Payment Terms** (the "Payment Terms") and attest that neither you nor your business is establishing a business account primarily for personal, family, or household purposes. You acknowledge and agree that Cash for Business Accounts are solely for accepting payments for goods and services.

3. Eligibility and Feature Availability

In order to switch to or open a Cash for Business Account, you may be required to provide certain information about you or your business or legal entity in order to verify and approve the account. We may, in our sole discretion, determine the types of businesses and

legal entities that are eligible for a Cash for Business Account. Certain types of businesses, associations, or legal entities may not be supported or may have limited access to Cash App features. When you open or switch to a Cash for Business Account, you represent and warrant the business or legal entity selected is true and accurate, and if you are a charity or nonprofit, you represent and warrant that you are a legal entity established as a nonprofit corporation or similar entity and have filed your organizational documents with the appropriate state authority as necessary.

We may, in our sole discretion, determine which Cash App features Cash for Business Accounts are eligible for and we may modify eligibility at any time, for any reason. If you switch or upgrade a Cash App Account to a Cash for Business Account, you may lose access to certain Cash App features and may be forced to liquidate or transfer assets held in your Cash App Account.

4. Our Fees for Transaction Processing

If you have a Cash for Business Account, we will charge you a transaction processing fee, depositing the balance of payments from your customers into your Cash App balance. You authorize us to process your transactions as an agent on your behalf. You allow us to void transactions if we believe that a chargeback for the transactions will occur.

Once you have a Cash for Business Account you will be able to accept payments from Cash App customers for the sale of goods and services, and we may charge you a transaction processing fee for doing so. This fee will be

disclosed to you when you open, use, or switch to a Cash for Business Account. Payments you receive, less the applicable fee, will be deposited to your Cash App Balance.

In connection with your Cash for Business Account, you authorize us to act as your agent for the purposes of holding, receiving, and disbursing funds on your behalf. To protect the integrity of the system and reduce risk that a transaction may be reversed on (or charged back to) your Cash for Business Account, in some cases where we reasonably believe a transaction is likely to be reversed (or charged back), you also direct and authorize us, as your agent, to void the transaction.

5. Purchases from Cash for Business Accounts

You may use your account or a linked card to purchase goods and services from Cash for Business Accounts. By initiating a payment to a Cash for Business Account, you agree to let that seller debit your account or linked card to complete the transaction. You can use your Cash App Balance to purchase goods and services from Cash for Business Accounts only after we have verified your identity.

As a Cash App customer, you may purchase goods and services from merchants who use Cash for Business Accounts.

Cash for Business Accounts may be identified to you by a badge, icon, or other insignia in Cash App. By initiating a payment transaction to a Cash for Business Account, you authorize the Cash for Business Account to charge

your applicable Eligible Transaction Account or Eligible Credit Account to complete the purchase and you consent to sharing information from your Account with the Cash for Business Account. In the event you are entitled to a reversal, refund, chargeback, or other adjustment associated with any purchase you made from a Cash for Business, you also authorize a credit to the applicable Eligible Transaction Account or Eligible Credit Account to accomplish that transaction. Purchases from Cash for Business Accounts using your Eligible Credit Account or Eligible Bank Account will be processed by the Company as an agent for Cash for Business Accounts in accordance with these Cash App Terms.

XII. Transaction Information and Disputes

1. Receipts and Account Statements

You can find your transaction receipts and account statements in your Cash App account.

Transaction receipts can be found in the activity section of your Cash App and by logging into your Account at Cash.app.

You have the right to receive an Account statement. You may view your Account statement by logging into your Account at Cash.app.

You may obtain information about the amount of money you have remaining in your Account and can view your

12-month and 24-month history of Account transactions in the App or at (www.cash.app/account).

2. Error and Dispute Resolution

Contact us if you see any errors or issues with your account. Our contact info is below, along with a description of the process and timeline for us to look into your issue. We'll need some basic information from you to begin our investigation.

If you believe there are errors on your Account, or you have questions about your Account, you can:

a. Contact us through your Account in the app.

b. Call us at 1-800-969-1940. Please note this is the only phone number available for Cash App support. Cash App representatives will never ask you for your password, PIN, social security number or full debit card number.

c. Write us at Block, Inc., Attn: Cash Disputes, 1955 Broadway, Suite 600, MSC 211, Oakland, CA 94612.

Please contact us as soon as you can if you think an error has occurred on your Account. You can report an error up to 60 days after the date we sent you the first statement on which you believe the error occurred. For Unauthorized Transactions, please see additional details in Section XII.3 below.

In order for us to investigate your claim, you will need to provide:

- Your name and Account information (including $Cashtag, email and/or phone number);
- Why you believe there is an error,
- The dollar amount involved; and
- Approximately when the error took place.

If you contact us by telephone, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 days to investigate your complaint or question. If we decide such a step is necessary we will credit your Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 business days, we may, at our discretion, not credit your Account.

For errors involving new Accounts, as well as point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is an error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, call us at 1-800-969-1940, please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App

representative will never ask you for your password, PIN, social security number or full debit card number.

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

3. Your Liability for Unauthorized Transactions

Contact us as soon as possible if you think there has been unauthorized activity on your account. You could lose all the money in your Account.

Tell us AT ONCE if you believe your Cash App Card (including your card numbers) has been lost or stolen, or if an electronic fund transfer has been made by logging in to your Account without your permission (an "Unauthorized Transaction").

You may contact us through your Account in the app, by calling 1-800-969-1940, or by writing to us at Block, Inc., Attn: Cash Disputes, 1955 Broadway, Suite 600, MSC 211, Oakland, CA 94612.

If you tell us within 2 business days (Monday through Friday, holidays not included) after you learn of an Unauthorized Transaction, you can lose no more than $50. If you do NOT tell us within 2 business days after you learn of an Unauthorized Transaction, and we can prove we could have stopped someone from making an Unauthorized Transaction if you had told us, you could lose as much as $500. If your statement shows transfers that you did not make, including those made by card, code or other means, you must also tell us at once. If you do not tell us within 60 days of the date we sent you the

first statement on which the Unauthorized Transaction appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have a Cash for Business Account, you may be liable for all Unauthorized Transactions, regardless of when you report the activity to us.

The following are NOT considered Unauthorized Transactions:

- If you give someone access to your Account (e.g. by giving them your login information) and they use your Account without your knowledge or permission, unless you have notified us that transfers by that person are no longer authorized;
- If you, or someone else with whom you are acting in concert, act with fraudulent intent; or
- You reverse engineer or chargeback a transaction made with your Cash App Card.

A misdirected payment, such as a payment that is sent to the wrong person, is an authorized payment, and will not be considered an Unauthorized Transaction.

4. Our Liability

When we will cover your losses for certain incomplete or incorrect transactions, detailed here.

If we do not complete a transaction to or from your Account on time or in the correct amount in accordance

with these Cash App Terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you have insufficient funds in your Account, Eligible Transaction Account or Eligible Credit Account to complete the transaction;
- If your funds are subject to legal process or other encumbrance that restricts transfers;
- If the ATM where you are making the Transaction or using your Cash App Card does not have enough cash;
- If the Cash App was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control prevent the transaction, despite reasonable precautions that we have taken.

5. Disputes with your Funding Source

When you contest a transaction with your external funding source (such as the bank that issued your linked debit card), your rights when requesting reimbursement for a completed transaction are determined by the funding source used to fund the applicable transaction.

Each of your external funding sources may provide you with different rights and resolution procedures for resolving disputes. Please consult the terms and conditions of your funding source to better understand your rights and their resolution procedures. All inquiries

about a third party dispute should be directed to the external funding source.

XIII. OTHER LEGAL TERMS

1. Recovery of Funds

You give us permission to recover amounts you owe by debiting funds available in your Cash App account or any other account you may have with the Company. This may involve us making attempts to recover less than the full amount you owe to us. We might contact you or take other legal actions to collect amounts due.

You authorize the Company to recover funds from you in accordance with these Service Terms and any other agreement you have with us, including if you owe amounts to us or for reason of fraud or illegal activity.

You authorize the Company to debit, charge, setoff against and otherwise recover funds from your Account, your Cash App Balance, your Savings Balance, any Eligible Bank Account or Eligible Credit Account, any connected Company Account, any Balance (as defined in the Payment Terms) or any Reserve (as defined in the Payment Terms) if applicable, and any payment instrument, linked bank, depository and other account registered in your Account. Your authorization will remain in full force and effect until the later of closure or termination of your Account, or the disbursement of all funds held on your behalf.

Further, in the event that any attempt to recover funds from you should fail, your authorizations hereunder include your grant to the Company of new, original authorizations to recover all or less than all of the amount you owe us or belong to us. You authorize the Company to take the above steps without prior notice to you and irrespective of (i) whether we have made demand under these Cash Terms, the Payment Terms, the General Terms or any other agreement you have with us; and (ii) whether the obligation is contingent, matured or unmatured. Your authorization hereunder includes all authorizations to take the above steps in complete compliance with the Network Rules and the NACHA Rules (as defined in the Payment Terms). You agree that your grant of the authorizations hereunder has the same legal effect as if you had signed a paper containing the same terms.

If the Company is unable to recover the funds by these means, the Company may attempt to contact you or may take other legal actions to collect the amounts due, to the extent allowed by applicable law.

We may also recover funds from your Account in connection with a disputed transaction. For example:

- If a Cash App customer that sent you money disputes the payment and requests reimbursement for a payment you previously received, the Company may recover the amount disputed or owed from your Cash App Balance and/or your Savings Balance.
- If you initiate a transaction dispute with an external funding source and win that dispute, we may recover the funds from your Account.

If there aren’t sufficient funds in your Account to cover the disputed amount, you understand that the Company's recovery of these funds may cause your account to become negative.

The Company is not liable for funds that we recover from your Cash App Balance and/or your Savings Balance to cover: a negative balance on your linked Company account(s); the amount owed to the Company under its terms of service; or a pending dispute or chargeback; or to protect against financial risk as outlined in these terms.

2. Compliance with Governmental Authorities

The Company may freeze, withhold, or remit funds in your Account in response to a subpoena, court order, search warrant, notice, or other binding order from a governmental authority or third party, including but not limited to tax levies, garnishment orders, or lien notices.

3. Limitations on Use

We may limit your funding sources to reduce risk. You will use Cash App legally and in accordance with debit and credit card network rules. You agree to not abuse the payment system or the service. We may block or reverse any transaction, including those that violate our terms or the law, at your expense.

The Company may limit the funding sources available for a specific transaction at any time in its sole discretion.

You may not use unaffiliated prepaid cards or gift cards to fund transactions on the Cash App.

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service and for all communications you send through the Service. You also agree to be bound by any applicable NACHA rules.

You further agree that in connection with your use of the Service, or in the course of your interactions with the Company, a Cash App customer or a third party, you will not (a) use your Account or the Service in a manner that the Company, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the payment card system or a violation of payment card association rules, (b) provide yourself a cash advance from your Eligible Credit Account (or help others to do so), or (c) use the Service to make transactions for the sole purpose of earning rewards, perks, miles, points, etc. with your Eligible Credit Account.

We reserve the right to block, refuse, or reverse any transaction, in our sole discretion. We will notify the affected parties promptly if we decide to do so, but notification is not required if the transaction is prohibited by these terms or applicable law. Neither we nor third parties to whom we assign or delegate rights or responsibilities will be liable for any claims or damages resulting from prohibited transactions. All costs for research and resolution for any misapplied, misposted or misdirected prohibited transactions will be your sole responsibility and not ours.

4. Acceptable Use Policy and Other Restrictions

If you want to use our services, you can't do certain bad things. If we think you are doing these bad things, we have the right to share your information with law enforcement.

Your use of Cash App and the Services are subject to Cash App's **Acceptable Use Policy**.

Except where prohibited by law, you may not, nor may you permit any third party, directly or indirectly, to:

- engage in any activity that may be in violation of regulations administered by the United States Department of the Treasury's Office of Foreign Asset Control (31 C.F.R. Parts 500-599). Prohibited activity includes but is not limited to the provision of Services to or for the benefit of a jurisdiction, entity, or individual blocked or prohibited by relevant sanctions authorities, including but not limited to activities in Iran, Cuba, North Korea, Syria, or the Crimean Region of the Ukraine. If found to be in apparent violation of these restrictions, your account could be terminated and your funds could be held for an indefinite period of time;
- access or monitor any material or information on any Company system using any manual process or robot, spider, scraper, or other automated means;
- except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;

- perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way materials, information or Services from the Company;
- transfer any rights granted to you under these Cash App Terms;
- use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
- use the Services for any illegal activity or goods or in any way that exposes you, other Company users, our partners, or the Company to harm; or
- otherwise use the Services except as expressly allowed under these Terms.

If we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, and any of your transactions with law enforcement, in accordance with applicable state, local, and federal laws and regulations governing such information sharing.

5. Limitations on Our Liability for Failure to Complete Transactions

There are some circumstances where we will not be liable if transactions do not go through. Those circumstances are

listed here.

We will not be liable, for failure to complete transactions in the following circumstances: (a) Through no fault of ours, there are insufficient funds in your Cash App Account to complete the transaction; (b) A merchant refuses to accept your Cash App Card; (c) The information supplied by you is incorrect, incomplete, ambiguous or untimely; (d) An ATM where you are making a cash withdrawal does not have enough cash; (e) An electronic terminal (Point of Sale or ATM) where you are making a transaction does not operate properly; (f) Access to funds in your Cash App Account have been blocked after you reported your Cash App Card lost or stolen; (g) The transaction cannot be completed because your Cash App Card is damaged; (h) There is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (i) We have reason to believe the requested transaction is unauthorized; (j) Circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent or delay the completion of the transaction, despite reasonable precautions that we have taken; or (k) Any other exception stated in our Agreement with you.

6. Changes to External Account Numbers

If your Eligible Credit Account or your debit card account number changes or the expiration date changes, we may acquire that information from our

financial services partner and update your Account accordingly.

7. Our Relationship With You

We are an independent contractor for all purposes, except that we act as your limited agent with respect to the custody and transfer of your funds for the purposes set forth herein only.

8. Termination of Account

We can terminate or deny you access to our services at any time, for any reason. You can also choose to deactivate your account at any time.

We may terminate these Cash App Terms or any Terms, or suspend or terminate your Account or your access to any Service, and the same for any associated Account or Sponsored Account, at any time for any reason, including for a violation of these Cash App Terms. We may add or remove, suspend, stop, delete, discontinue or impose conditions on Services or any feature or aspect of a Service. We will take reasonable steps to notify you of termination or these other types of Service changes by email or at the next time you attempt to access your Account. You may also terminate the Cash App Terms applicable to your Account by deactivating your Account at any time.

9. Effect of Termination

Once our relationship ends, we are not responsible for any losses you experience because of the termination of our services or for removing your data from our servers. Some terms of our agreement will still apply even after our relationship ends.

If these Terms or your Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms will end, (b) we may delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. The following Sections of these Cash App Terms survive and remain in effect in accordance with their terms upon termination: V.1 (Your Content), V.4 (Ownership), V.6 (Copyright and Trademark Infringement), XI.9 (Effect of Termination), XI.14 (Indemnity), XI.15 (No Warranties), XI.16 (Limitation of Liability and Damages), XI.17 (Third Party Products), XI.18 (Disputes), XI.19 (Binding Arbitration), XI.20 (Governing Law), X.21 (Assignment), and XI.22 (Other Provisions).

10. Services Upon Closure of Account

When your Cash App account is closed, we'll settle any pending transactions and return remaining funds in your account to you. We may need to hold your funds if there is an investigation at the time your Account is closed.

Any pending transactions at the time of termination, closure, or suspension of your Account will be settled. Any funds that we are holding in custody for you at the time of termination, suspension, or closure of your Account, less any applicable fees, (1) may be made available for you to cash out in the Company's discretion and subject to the other conditions in these Cash App Terms, and (2) we may require you to link a new bank account that has not been associated with your Account to cash out such funds. We reserve the right to hold your funds at our discretion to protect the Company or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. In addition, if an investigation is pending at the time of closure, we may hold your funds until resolution of the investigation.

11. Unclaimed Property

If your Account is inactive for an extended period of time it may be deemed “unclaimed” or “abandoned” under your state’s law. If this occurs, the Company will provide you with notice as required by applicable law. If funds still remain in your Account, the Company will escheat such funds as required by applicable law.

12. Referral Programs

From time to time, we may offer referral programs or incentives for inviting others to use the Service (a “Referral Program”). Any bonuses or incentives under such Referral Program shall be subject to the then current Referral Program terms, if applicable, and otherwise at our sole discretion.

13. Taxes.

You are responsible for all applicable taxes that arise from or as a result of your use of the Service. For the avoidance of doubt, all sums payable by you to the Company under these Cash App Terms shall be paid free and clear of any deductions or withholdings whatsoever. Other than taxes that may be charged by the Company to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law shall be borne by you and paid separately to the relevant taxation authority.

You may be asked to provide certain information used to assist the Company in complying with its obligations under the United States Internal Revenue Code and the applicable Treasury Regulations, or state and local governments. By providing the Company with this information you are certifying that the information provided is true and accurately reflective of your use of the Services.

When indicating that you are a Cash for Business Account, you certify that your use of Payment Services through Cash App is to receive payment(s) that are "reportable payment transactions" as defined in Treas. Reg. § 1.6050W–1(a)(3) and the associated applicable state and local regulations, including, but not limited to, the payments for goods and services. When indicating that your use of the Peer-to-Peer Service is "Personal", you certify that such uses solely for receipt of payments other than reportable payment transactions. For avoidance of doubt, "Personal use" does not allow for the receipt of payment for goods and services you provide others that constitute "reportable payment transactions"as defined in Treas. Reg. § 1.6050W–1(a)(3).

FOR WEST VIRGINIA RESIDENTS: Where applicable, West Virginia sales tax is being paid for you for certain fees, which are subject to taxation in West Virginia.

14. Indemnity

If you do something using our services that gets us sued or fined, you agree to cover our losses as described below.

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any third-party claims made by your Buyer regarding the Company's processing of your customer/Buyer's Personal Information in connection with providing you with the Services; and (f) any other party's access and/or use of the Services with your unique name, password or other appropriate security code.

15. No Warranties

While we do our best to bring great products and services to our customers, we provide them as-is, without warranties. We are not responsible for any goods and services that you might buy or sell using Cash for Business.

THE USE OF "THE COMPANY" IN SECTIONS XI.15 AND XI.16 MEANS THE COMPANY, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

THE COMPANY DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party. The Company

does not have control of, or liability for, goods or services that are paid for using the Services.

16. Limitations of Liability and Damages

As described below, if something bad happens because of your use of our services, our liability is capped.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR CASH APP ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE COMPANY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE

THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) $500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

17. Third Party Products

All third party products included or sold with the Services are provided solely according to the warranty and other terms specified by such third party, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

18. Disputes

When you see the word “Dispute” in Section XI.19, here’s what it means.

For purposes of Section XI.19, “Disputes” are defined as any claim, controversy, or dispute between you and the Company, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), whether arising before or during the effective period of these Terms, and including any claim, controversy, or dispute based on any conduct of you or the Company that occurred before the effective date of these Terms, including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.

19. Binding Arbitration

This section provides details about how we will resolve disputes through the arbitration process.

If you are an individual Cash App customer, this arbitration provision applies to you:

General. You and the Company agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE CASH APP TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, MASS ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE COMPANY. Nothing in this agreement prevents you

or the Company from settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement in Section XIII.19 is found unenforceable, including the Bellwether Arbitration procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, consolidated action, mass action or representative action arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you and the Company agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration, proceeding in small claims court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice ("Notice") and personally meet and confer to informally resolve any Dispute. Any Notice to the Company should be sent by mail to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, CA 94612. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, $Cashtag, email address and phone number associated with your account; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the specific relief sought, including an accurate, good-faith calculation of the amount in controversy, enumerated in United States

Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or the Company, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and the Company therefore agree that, before either you or the Company demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the

matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to seek reimbursement of its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City and County of San Francisco, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. Each party also agrees that state courts in the City and County of San Francisco, California, or federal court for the Northern District of California may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration. If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (**https://www.namadr.org**) according to the

NAM Comprehensive Rules and Procedures and, when applicable, the NAM Supplemental Rules for Mass Arbitration Filings (together, the "NAM Rules"), and this Section. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Cash App Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator

determines a hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and the Company will have the right to file early or summary dispositive motions. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Company values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Bellwether Arbitration Procedures. You and the Company agree that if twenty-five (25) or more similar individual arbitration demands are brought against you or us by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for arbitration to proceed ("Bellwether Arbitrations"). The NAM Supplemental

Rules for Mass Arbitration Filings shall apply if the parties' dispute is deemed by NAM, in its sole discretion pursuant to the NAM Rules and this Section XIII.19, to be part of a Mass Proceeding. While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than the arbitration provider's initial filing/administrative fees, and Procedural Arbitrator fees, if applicable) with respect to such stayed demands while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above.

Any party may request, within five (5) business days of being notified by the arbitration provider that arbitration demand(s) have been filed, that the arbitration provider appoint a sole procedural arbitrator ("Procedural Arbitrator") to determine initial questions that arise in the Bellwether Arbitrations, including whether the Bellwether Arbitration procedures are applicable or enforceable, whether any particular demand is part of a Mass Proceeding, and whether any particular demand within a Mass Proceeding was filed in accordance with this Section XIII.19. To expedite the Procedural Arbitrator's resolution of any such initial questions, the parties agree that the Procedural Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The Company shall pay the Procedural Arbitrator's costs.

All parties agree that the Bellwether Arbitration procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration. All parties shall work in good faith with the Arbitrator or Procedural Arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a mediation of all remaining arbitration demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bellwether Mediation shall be administered by the arbitration provider. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, the remaining demands for arbitration comprising the Mass Proceeding shall be administered by the arbitration provider on an individual basis pursuant to the arbitration provider's rules and this Section XIII.19, unless the parties mutually agree otherwise in writing.

All parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and subsequent Bellwether Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Bellwether Arbitration procedures shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Section XIII.19.

Arbitration Fees. In accordance with the NAM Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. For purposes of this arbitration agreement, references to you and the Company also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

Opt Out. You may reject this arbitration agreement, in which case only a court may be used to resolve any Dispute. To reject this agreement, you must send us an opt-out notice (the "Opt Out") within thirty (30) days after you first create a Cash App Account, or for existing customers who agree to this as a terms update, within thirty (30) days of agreeing to such updated terms. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this PO Box will not receive a reply). For your convenience, we are providing an **opt out notice form** you must fill in to Opt Out. You must complete this form by providing your name, address, $Cashtag, phone number and the email address(es) you used to sign up for and use the Services. This is the only way of opting out of this arbitration agreement. Opting out will not affect any other aspect of the Cash App Terms, Additional Terms, or the Services, and will have no effect on any future agreements you may reach to

arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.
Court Proceedings. Subject to and without waiver of the arbitration agreement above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of San Francisco, California, or the federal court for the Northern District of California.

Court Proceedings. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of San Francisco, California, or federal court for the Northern District of California.

If you are a Cash for Business customer, this arbitration provision applies to you:

General. You and the Company agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, MASS ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE

NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE COMPANY. Nothing in this agreement prevents you or the Company from settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement in Section XIII.19 is found unenforceable, including the Bellwether Arbitration procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, consolidated action, mass action or representative action arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you and the Company agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration, proceeding in small claims court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice ("Notice") and personally meet and confer to informally resolve any Dispute. Any Notice to the Company should be sent by mail to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, CA 94612. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, $Cashtag, and the email address and phone number associated with your account, and; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's

individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the specific relief sought, including an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or the Company, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and the Company therefore agree that, before either you or the Company demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to seek reimbursement for its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City and County of San Francisco, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. Each party also agrees that state courts in the City and County of San Francisco, California, or federal court for the Northern District of California may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration. If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will

be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (**https://www.namadr.org**) according to the **NAM Comprehensive Rules and Procedures** (the "NAM Rules"), and this Section. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules,

the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines that a hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and the Company will have the right to file early or summary dispositive motions. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Company values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Bellwether Arbitration Procedures. You and the Company agree that if twenty-five (25) or more similar individual arbitration demands are brought against you or us by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration

demands (six (6) per side) for arbitration to proceed ("Bellwether Arbitrations"). The determination of whether or not a demand/demands is/are part of a "Mass Proceeding" is in the arbitration provider's sole discretion; however, either party can request the appointment of a Procedural Arbitrator (as described below) if they do not agree with the arbitration provider's determination.

While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than the arbitration provider's initial filing/administrative fees, and Procedural Arbitrator fees, if applicable) with respect to such stayed demands while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above.

Any party may request, within five (5) business days of being notified by the arbitration provider that a Mass Proceeding exists, that the arbitration provider appoint a sole procedural arbitrator ("Procedural Arbitrator") to determine initial questions that arise in the Bellwether Arbitrations, including whether the Bellwether Arbitration procedures are applicable or enforceable, whether any particular demand is part of a Mass Proceeding, and whether any particular demand within a Mass Proceeding was filed in accordance with this Section XIII.19. To expedite the Procedural Arbitrator's

resolution of any such initial questions, the parties agree that the Procedural Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The parties agree that procedures outlined in the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (available at **https://www.namadr.com/resources/rules-fees-forms/** shall apply to the appointment and conduct of the Procedural Arbitrator. The Company shall pay the Procedural Arbitrator's costs.

All parties agree that the Bellwether Arbitration procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration. All parties shall work in good faith with the Arbitrator or Procedural Arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a mediation of all remaining arbitration demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bellwether Mediation shall be administered by the arbitration provider. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, the remaining demands for arbitration comprising the Mass Proceeding shall be administered by the arbitration provider on an individual basis pursuant to the arbitration provider's rules and this Section XIII.19, unless the parties mutually agree otherwise in writing.

All parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and subsequent Bellwether Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the Arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Bellwether Arbitration procedures shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Section XIII.19.

Arbitration Fees. In accordance with the NAM Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. You agree that you do not intend to use the Service for personal, family or household use. Accordingly, for purposes of calculating any arbitration costs and fees, you and the Company agree that you are not a "consumer," and that the NAM Comprehensive Fees schedule will apply. The arbitrator’s hourly fees (also referred to as Arbitrator Hearing Time) shall be split evenly between the parties. For purposes of this arbitration agreement, references to you and the Company also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

Opt Out. You may reject this arbitration agreement, in which case only a court may be used to resolve any Dispute. To reject this agreement, you must send us an opt-out notice (the "Opt Out") within thirty (30) days after you first create your Account, or for existing customers who agree to this as a terms update, within thirty (30) days of agreeing to such updated terms. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this PO Box will not receive a reply). For your convenience, we are providing an **opt out notice form** you must fill in to Opt Out. You must complete this form by providing your name, address, $Cashtag, phone number and the email address(es) you used to sign up and use the Services. This is the only way of opting out of this arbitration agreement. Opting out will not affect any other aspect of the Terms, Additional Terms, or the Services, and will have no effect on any future agreements you may reach to arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.

Court Proceedings. Subject to and without waiver of the arbitration agreement above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of San Francisco, California, or federal court for the Northern District of California.

20. Governing Law

Our relationship is governed by the laws of California, federal law, or both.

These Cash App Terms and any Dispute will be governed by the Federal Arbitration Act, as set forth above, and by California law and/or applicable federal law, without regard to its choice of law or conflicts of law principles.

21. Assignment

You may not transfer any rights you have under our terms of service to anyone else.

These Cash App Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

22. Other Provisions

These Cash App Terms, and any applicable Policies, are a complete statement of the agreement between you and the Company regarding the Services. In the event of a conflict between these Cash App Terms and any other Company agreement or Policy, these Cash App Terms will prevail and control the subject matter of such conflict. If any provision of these Cash App Terms or any Additional Term is invalid or unenforceable under applicable law, then it will be changed and interpreted to

accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These Cash App Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these Cash App Terms will be deemed a further or continuing waiver of such term or any other term.

XIV. Mobile Check Capture Services

This page explains the terms for the Mobile Check Capture service. By using the service, you agree to these terms.

These Mobile Check Capture Terms govern your use of Mobile Check Capture which enables you to use Cash App, a financial platform offered by Block, Inc., formerly known as Square, Inc., ("the Company" "we," "our," or "us") and certain hardware (such as a smartphone or other mobile device) approved by us to create electronic images of the front and back of certain eligible paper checks and to transmit those images and other information, including, without limitation, information captured from the Magnetic Ink Character Recognition (MICR) line for review, processing and loading into your Cash App Balance. Cash App reserves the right to suspend or terminate your access to Mobile Check Capture at any time, and for any reason.

1. General Information

This section defines what an Electronic Check is and details what data we collect from the Electronic Check. It also informs you that we may decline to process your check or reverse our decision to process your check. To protect yourself, you should retain your paper check for two weeks. You agree not to use this feature to disrupt Cash App or to conduct illegal activity.

"Electronic Check" means the electronic image of, and electronic information derived from, a paper check that is collected by Cash App in connection with the submission of the check image for Mobile Check Capture, as well as any associated data, including information provided by you.

When you submit an Electronic Check, Cash App may capture and retain various information from the mobile device, including time and geolocation data. To use Mobile Check Capture, you must have provided Cash App with all hardware and operating permissions that it requests, including permission to access your device's camera, files stored on your device, device time, and geolocation information.

After we receive your transmission, we will review each Electronic Check. We reserve the right to decline acceptance of any item, even if it meets the eligibility standards of an Eligible Check, and your Cash App account is otherwise in good standing. You should not assume that an Electronic Check will be accepted for Mobile Check Capture. If you need to cash a check immediately, then you should have backup check cashing options for situations where Mobile Check Capture does not accept your check.

After we have accepted an Electronic Check from you, you must keep the original check in a secure location for two weeks. It is imperative that you do so because we reserve the right to reverse our decision to accept an Electronic Check. If we do we will notify you of our decision and you may cash or deposit the check through another service or at a different institution. After two weeks you must either destroy the original check or clearly and indelibly mark it as VOID unless we have contacted you with other instructions.

You will not use Mobile Check Capture to (i) interfere with or disrupt the operation of Cash App or Mobile Check Capture; nor (ii) conduct or engage in any illegal business or activity, infringe any third party Intellectual Property Rights using Mobile Check Capture or Cash App.

2. Eligibility Requirements

This section details the requirements your paper check must meet to be eligible for Mobile Check Capture.

You may use Mobile Check Capture to submit a paper check to us only if the paper check meets all of the requirements listed below. A paper check that meets all of these requirements is an “Eligible Check”:

- The check is written to the order of you, or if the check is a two party check, it is clearly written to the order of either you or another person;
- The physical paper check is in your possession and control when the image is submitted;

- The check is drawn on or payable by a bank, credit union, or other depository institution in the United States;
- The check is not drawn on another account owned by you;
- The check is payable in United States Dollars;
- The check has been properly signed or similarly authenticated by the maker;
- The amount of the check does not exceed the maximum check amount that the Company has set for your use of Mobile Check Capture, and will not cause the total amount of checks you have submitted to via Mobile Check Capture to exceed any daily, weekly, monthly, or other limits on the dollar volume of checks that you may submit with Mobile Check Capture;
- The check is dated and the date of the check is in the past (i.e. the check is not postdated), but no more than 180 days earlier than the date that you submit it through Mobile Check Capture;
- Neither the check, nor any electronic image generated with the check, has been cashed or deposited previously, by you or anyone else;
- The check has not been altered in any way since it was issued (except for the endorsement required by these terms and conditions);
- The check has been endorsed (signed) by you in the designated place (usually on the back) and is clearly legible,
- The check has not been endorsed by anyone else, or to any other financial institution;
- The endorsement states that the deposit is “For Cash App mobile deposit only”;
- The check has not been dishonored previously, nor are you aware of any reason to believe that the check will be dishonored (e.g., you have been told that the

maker of the check does not have enough money in the account to cover the check); and
- The check otherwise complies with any requirements or conditions listed on the check.

Certain items will not be accepted as Eligible Checks, including, but not limited to: credit card checks, trust checks, estate checks, and checks payable to a business (including sole proprietorship accounts).

3. Representations and Warranties

Here is the part where you tell us all the information on the check you are transmitting through Mobile Check Capture is true and that the check is eligible for this service.

Each time that you submit an Electronic Check with Mobile Check Capture, you represent and warrant to us that all of the following are true:

a. The check that you are using to create the Electronic Check is an Eligible Check (i.e., it meets all of the eligibility criteria listed above) as of the time that you submit the Electronic Check with Mobile Check Capture;
b. All of the information you submit to us in connection with the Electronic Check (such as the check amount that you input manually) is true, accurate, and complete;
c. The information in the Electronic Check is clear, legible, and accurate, including (but not limited to) all of the following information:

- The MICR data on the bottom of the check front;
- The check date;

- The name of the person to whom the check is written (which must be you);
- The check writer's signature; and
- Your endorsement on the back of the check.

4. What to Do After You Submit an Electronic Check

You must keep your check for two weeks after you use Mobile Check Capture. We may need to contact you about your check. Please update your contact information on Cash App.

After you submit an Electronic Check with Mobile Check Capture, wait until the app confirms successful submission. Then, place the original paper check in a secure location. Keep the original check for two weeks, and then destroy it, unless we instruct you otherwise.

It is critical that we be able to contact you after you submit an Electronic Check with Mobile Check Capture. Before using the Mobile Check Capture, confirm that all your contact information in the Cash App is up to date. Be sure to check your email and text messages for the email address and phone number we will use to contact you.

5. Dishonored Electronic Checks

If any Electronic Check is dishonored or returned unpaid for any reason, including because we determine the Electronic Check is fraudulent, then we may immediately (and without further notice to you) deduct any funds from the Electronic Check that we have credited to your

Cash App Balance. If we have already made funds from the Electronic Check available to you then this deduction may result in a negative Cash App Balance. We may recover funds from you in accordance with the Recovery of Funds section of the Cash App Terms to bring your negative balance to zero.

6. Claims by Drawee Bank

The bank that accepts your check from us may have a claim against us if there are problems with your check. Some common problems, but not all, are listed here. If we make the bank that accepts your check whole, then we may recover funds from you.

Pursuant to applicable law and the rules of the check collection system, the drawee bank or a collecting bank might pursue a warranty claim or other claim against us related to the Electronic Check, even after the check was honored and paid in full. Common grounds for claims like this include:

- The original check, or another electronic check created from the original check, was presented for payment, either before or after the drawee bank paid the Electronic Check;
- The maker's signature or any indorsement was forged, or the check was otherwise issued fraudulent and without the authorization of a person authorized to write checks on the account;
- The check was altered after it was made; and
- The information in the Electronic Check images did not match the information that you provided at the time that you submitted the Electronic Check, or it

was not possible to verify that information because the information in the Electronic Check images was illegible.

These are just a few examples of the reasons that the drawee bank or a collecting bank may assert a claim with respect to the Electronic Check to recover amounts paid. If we (or one of our banks or other service providers) are subject to such a claim, then we may immediately recover funds from you in accordance with the Additional Cash App Terms of Service - Recovery of Funds (and without notice to you).

7. Funds Availability

Your Ability to Withdraw or Use Funds from an Electronic Check

We may delay your access to funds while we process your check.

Our policy is to delay the availability of funds from Electronic Checks that you Successfully Submit (as defined below) with Mobile Check Capture. During the delay, you may not use the funds for transactions, including transactions to: (i) make a payment to another Cash App customer (including a Cash for Business Account); (ii) withdraw cash using your Cash App Card; (iii) make a purchase with your Cash App Card; (iv) fund a transfer to your Eligible Bank Account; (v) initiate a “Buy” transaction for virtual currency; or (vi) fund an order to

purchase securities using your Cash App Investing Account.

An Electronic Check is considered “Successfully Submitted” when you have received confirmation within the Cash App that the Electronic Check has been submitted and accepted by us.

When Funds From an Electronic Check Generally Will be Available

This is where we tell you the cut off time for a check to be submitted in order to be counted on a specific day and potential hold periods.

The length of the delay is counted in business days from the day that you Successfully Submit the Electronic Check. Every day is a business day except Saturdays, Sundays, and federal holidays. If you Successfully Submit an Electronic Check before 7:00 p.m. Eastern Time on a business day, we will consider the Electronic Check to have been Successfully Submitted on that day. However, if you Successfully Submit an Electronic Check after 7:00 pm Eastern Time or on a day that is not a business day, we will consider that the Electronic Check was Successfully Submitted on the next business day. Funds from a U.S. Treasury check will generally be available the first business day after you Successfully Submit the Electronic Check with Mobile Check Capture, unless such deposit is subject to a hold as otherwise provided in this agreement.

Checks other than U.S. Treasury checks are subject to a hold period between 1 and 15 business days.

Checks Returned or Subject to a Refund Claim

We may make funds available to you before they clear from the paying bank. If we do, and the funds do not clear the paying bank you will be required to pay back the funds we made available to you. If you present us with a check that has been paid out by another bank and we also make funds available to you, you will be required to repay the funds to us.

In many cases, funds from an Electronic Check will be made available to you sooner than the Electronic Check can be collected from the paying bank. This means that an Electronic Check that you Successfully Submit with Mobile Check Capture could be returned unpaid after funds have been made available to you. If an Electronic Check is returned unpaid, we may immediately reverse the amount credited to your Cash App Balance for the Electronic Check. If this results in a negative balance, then you will be required to repay us this negative balance immediately. We may recover funds from you in accordance with the Additional Cash App Terms of Service - Recovery of Funds to bring your negative balance to zero.

If an Electronic Check is presented for payment more than once, the paying bank may recover funds paid on the Electronic Check. If this happens, we may deduct the amount of the Electronic Check from your Cash App Balance immediately. If this results in a negative balance,

you will be required to repay the negative balance immediately, and we may recover funds from you in accordance with the Additional Cash App Terms of Service - Recovery of Funds to bring your negative balance to zero.

8. Third Party Rights

The image capture service on Cash App is provided by Mitek Systems, Inc ("Mitek"). Below are Mitek's rights to the intellectual property and your license to use the technology.

Mitek Systems, Inc. enables the image capture services for the Mobile Check Capture functionality.

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